

## **QUAY COUNTY GOVERNMENT**

300 South Third Street P.O. Box 1246 Tucumcari, NM 88401

Phone: (575) 461-2112 Fax: (575) 461-6208

# AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS AUGUST 22, 2022

9:00 A.M. Call Meeting to Order Pledge of Allegiance Approval of Minutes-Regular Session August 8, 2022 Approval/Amendment of Agenda

**Public Comment** 

**Ongoing Business** 

**New Business** 

- I. Lucas Bugg, Quay County Fire Marshall
  - Request Approval of Fire Protection Grant Applications:
    - o Conservancy Fire District #1
    - o Conservancy Fire District #2
    - o Jordan Fire
- II. Larry Moore, Quay County Road Superintendent
  - Road Update
- III. Daniel Zamora, Quay County Manager
  - Request Approval of Presbyterian Medical Services Lease Agreement
  - Request Approval to Advertise Ordinance No. 55 Economic Development Plan
  - Correspondence
- IV. Indigent Claims Board
  - Call Meeting to Order
  - Request Approval of Indigent Minutes for the July 25, 2022, Meeting
  - Request Approval of Claims Prepared by Sheryl Chambers
  - Adjourn



- V. Request Approval of Accounts Payable
- VI. Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners

Adjourn

Lunch-Time and Location to be Announced

## REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

#### August 22, 2022

#### 9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 22<sup>nd</sup> day August, 2022 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

#### PRESENT & PRESIDING:

Franklin McCasland, Chairman Jerri Rush, Commissioner Robert Lopez, Commissioner Ellen L. White, County Clerk Daniel Zamora, County Manager

#### OTHERS PRESENT:

Lucas Bugg, Quay County Fire Marshall
Janie Hoffman, Quay County Assessor
Richard Primrose, Quay County Consultant
Paul Lucero, Quay County Emergency Manager
Larry Moore, Quay County Road Superintendent
Dana Paul Leonard, Quay County GIS Coordinator
Brian Fortner, County Commission District 3 Candidate
Patrick Vanderpool, Greater Tucumcari EDC Director
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Lucas Bugg, led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the August 8, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments: NONE

#### **NEW BUSINESS:**

Lucas Bugg, Quay County Fire Marshall, requested approval of the following Fire Protection Grant Applications:

- Conservancy District #1
- Conservancy District #2
- Jordan Fire District

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Applications. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Copies are attached.

Quay County Road Superintendent, Larry Moore, requested approval of the following items and gave the following updates:

- A fatal accident occurred on Quay Road AI and Hwy 54. A single car accident where alcohol and speed were factors.
- According to the NM State Highway Department, Mountains States Construction should begin construction on the Hwy 54 and Quay Road AI Intersection turning lanes in September.
- Moore has been in contact with Jeff Vigil and Rebecca Maes (NM State Highway Department) regarding the bridges on Historic Route 66. Bridge 1042 repairs have been discussed, and Maes would like to explore repairs to bridges 1043 and 1044 as well. A meeting will be set up to discuss these bridges in the near future.
- The Transportation Commission met in Farmington on August 18<sup>th</sup> and awarded Quay County \$767,695.63 for the shortfall on the Bridge 1625 low water crossing.

Quay County Manager, Daniel Zamora requested approval of the following items:

• Lease Agreement between Quay County and Presbyterian Medical Services for the building located at 1302 E. Main Street.

A MOTION was made Jerri Rush, SECONDED by Robert Lopez to approve the Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

• Legal notice of Ordinance No. 55; Establishing an Economic Development Plan for Quay County.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve advertisement in the Legal Notices of Ordinance No. 55. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

# County Manager Correspondence:

- The monthly Gross Receipt Tax Report was distributed.
- APIC camera installation at the Detention Center is complete.
- The new servers have been initialized and the process of moving the data is now underway.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:16 a.m.

#### ----INDIGENT CLAIMS----

Indigent Claims Board meeting was adjourned and the meeting returned to regular session. Time noted 9:20 a.m.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Reports ending August 18, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 9:25 a.m.

Respectfully submitted by Ellen L. White, Quay County Clerk.

**BOARD OF QUAY COUNTY COMMISSIONERS** 

Franklin McCasland, Chairman

Robert Lopez, Member

Jerri Rush, Member

ATTEST:

Ellen L. White, County Clerk

# APPLICATION FOR FY2023 FIRE PROTECTION GRANT

Applications will be accepted from 6/15/2022 to 9/30/2022

The New Mexico Fire Protection Grant cycle for FY23 will open on June 15<sup>th</sup> 2022 and close on August 31<sup>st</sup>2022. The application can be accessed at https://www.nmdhsem.org/state-firemarshal/fire-grant-council/#grant.

### **Two Types of Grant Applications:**

- 1. Individual Department Grant with or without a request for stipends, recruiting, retention and educational programs.
- 2. County-Wide Project Grant with or without a request for stipends, recruiting, retention and educational programs.

#### Eligibility:

- 1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an Individual Department Grant. The Department must have a unique FDID.
- 2. County offices having administrative responsibility for more than one district or department may apply for a County-Wide Project Grant providing that each district or department that is under their jurisdiction is compliant with the requirements of the grant. The County-Wide Grant project must benefit all the departments. A County Administrative Office applying for a grant or the application for a County-Wide Grant does not prevent individual departments within the county from applying for a grant.

#### Restrictions:

- 1. Grant applications must not be contingent on another grant award.
- 2. Joint applications will not be considered.
- 3. Only one grant application per FDID may be submitted.
- 4. Any fire department that is awarded a grant and subsequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and or equipment the State Fire Marshal for redistribution as per NMSA 59A-53 and Title 10 Chapter 25 Part 10 of the NMAC.
- 5. So that as many grant requests as possible may be honored, it is not necessary to apply for the full amount available for the category. Request only an amount that is necessary to address the need.

## Maximum Awards and Categories:

The maximum award amounts in the four categories for the grant cycle will be determined by the New Mexico Fire Protection Grant Council and will be dependent on the unencumbered funds available from the Fire Protection Fund. The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total project cost.

- 1. The maximum amount awarded to a single applicant, either as an Individual Department Grant or as a County-Wide Project Grant, shall not exceed \$400,000 for the following projects:
  - · Facility Construction.
  - · Major facility improvements or repairs.
  - · Land acquisition.
  - Training facilities.
- 2. The maximum amount awarded to a single applicant, either as an Individual Department Grant or as a County-Wide Project Grant, shall not exceed \$300,000 for the following Projects:
  - Apparatus and NFPA equipment.
  - · A single large infrastructure project.
    - o To include water supply systems and communications infrastructure projects.
  - SCBA and/or air support systems such as air compressors, cascade systems and mobile fill systems.
- 3. The maximum amount awarded to a single applicant, either as an Individual Department Grant or as a County-Wide Project Grant, shall not exceed \$150,000 for the following Projects or other critical needs:
  - PPE-Structural, wildland, extractors, Haz-mat and ballistic protection.
  - Communications- Mobile radios, handheld radios and base stations.
- 4. Stipends, recruiting, retention and fire-service related educational expenses for volunteer fire fighters:

In addition to the projects applied for, up to \$25,000 may be requested by municipal departments with a volunteer staff or a county-wide request may be made for the purpose of providing stipends, supplementing

recruiting and retention programs or educational programs for volunteer fire fighters. These funds must be administered by the county or municipality's fiscal agent or their designee. As with grant requests, a specification of the program parameters must be submitted along with the grant application. To ensure a fair allocation of the funds in this category, the amount requested should reflect the actual estimated need. Unexpended funds from this category may be rolled over but must be reported in the budget information section of the grant application. As with all monies received through this grant, these funds are subject to audit by the state.

The amount awarded for the stipends will be determined by the council on a historically based estimate of the department's stipend expenditures and unused stipend amounts. Supporting documentation shall be uploaded by the requesting agency in the supporting document section of the application.

\*The application for stipends, recruiting, retention and education programs for volunteer fire fighters will not affect a municipality's or county's eligibility to apply for a grant project.

# Project costs exceeding the grant amount shall be the responsibility of the local government.

The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost. State fire funds may be used for costs exceeding the grant amount with approval of the State Fire Marshal's Office.

# Signatures and commitment of funds.

The Fire Chief and the county's or municipality's fiscal agent or designee, shall e-sign the application indicating a commitment to comply with the procurement and reporting requirements of the award and, to comply with any state and federal law governing the use of these funds. The fiscal agent shall e-sign the Fiscal Agent Commitment Statement indicating a commitment of funds that are in excess of the grant and FPF monies necessary to complete the project. Applications submitted without all signatures will not be considered.

# Minimum requirements for Eligibility.

#### NFIRS Reporting.

All applicants shall be in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) IAW 59A-52 NMSA 1978 and Title 10 Chapter 25 Part

10 of the NMAC. Applicants with delinquent NFIRS reports for the period July through June of the fiscal year preceding the grant applications fiscal year will not be eligible to participate in the grant application cycle.

#### Pump testing.

All rated fire pumps shall undergo annual pump testing in accordance with current NFPA standards and the Insurance Services Office requirements. The applicant must provide evidence that apparatus pump tests are conducted annually by documenting the most recent results in the apparatus section of the application. The Fire Chief's e-signature on the application is an affirmation that the pump tests have been completed and that three years of pump test records exist for each apparatus with a rated fire pump, with the exception of newly acquired pumps, and are on file with the department and are available for NMSFMO inspection upon request.

\*False affirmations will result in forfeiture of funds and prohibit future grant participation.

# Hose testing.

All fire hose shall have been tested within the calendar year preceding the opening of the application period. All annual hose test shall be conducted in accordance with current NFPA Standards and Insurance Services Office requirements. The Fire Chief's e-signature on the application is an affirmation that the hose testing was completed.

\*False affirmations will result in forfeiture of funds and prohibit future grant fund participation.

#### Critical need.

Applicants may apply for only one critical need.

- · Fire apparatus and equipment.
- · Tenders and tankers.
- Apparatus intended for use in the urban/wildland interface.
- PPE- Structural, wildland, Haz-mat, extractors and ballistic protection.
- SCBA and support systems.
  - o Harnesses, regulators, face pieces, compressor, fixed/mobile cascade systems.
- · Communications.
- · Facility construction or improvement.
- Training, training aids and supporting equipment.
- · A need that will clearly have a significant impact on your ISO rating.

## Summary.

- 1. Awards will be subject to audit and will result in forfeiture of funds and disqualification for future grant eligibility if non-compliance is determined.
- 2. All the information contained in the application is carefully reviewed and considered. In addition to the general information and data provided, thorough and clear narrative responses as well as a full financial disclosure are critical to helping reviewers understand the needs of the department relative to the request.
- 3. Apparatus purchased with grant funds must meet current NFPA standards and will be inspected for compliance and acceptance.
- 4. Awards are contingent upon the approval of the specifications.
- 5. For apparatus, the department must have the capability to immediately house the apparatus properly. NFPA listed equipment may be included with the purchase of the apparatus.
- 6. Preliminary project specifications, scope of work and concept drawings must be submitted to the Fire Support Division. Applications submitted without this documentation will not be considered. Applicants are encouraged to contact the Fire Support Division for guidance regarding NFPA or ISO requirements when there is a question about compliance.
- 7. Only apply for an amount that is necessary to aid in the completion of the project.

#### Scoring.

- Regular and appropriate training. (Up to 20 points).
  - Training calendar.
  - · Rosters of attendees or members training records.
  - Total hours offered.
- Financial need. (Up to 25 points).
  - Is the departments financial picture clearly articulated to include debts and funding sources?
  - Are there explanations of previous efforts that have been made to secure the funding?
  - Is there an explanation of the financial impact if the grant is not awarded?
- Critical need. (Up to 20 points).
  - Is the request a critical need identified in the grant?
  - · Is there an explanation of how the request will positively impact the operations of the department?

- · Is there and explanation of how a denial of the grant will negatively impact the operations?
- Are there other negative or positive impacts to consider?
- Benefit to the community. (Up to 15 points).
  - How will the grant award benefit the community?
  - Is there an explanation of how this will positively or negatively impact the community and the service area of the department?
  - · Will this request reduce response times?
  - Will this request have a direct effect on community safety?
- Completeness of Application. (Up to 10 points).
- Insurance Services rating.
  - ISO rating will be added to the final average score.

#### Ranking.

After review by the Fire Support staff for compliance;

- 1. The valid applications will be submitted to the grant council.
- 2. Three councilors will be assigned to review and score half of the total number of valid applications.
- 3. A second group of three councilors will be assigned the remaining half of the valid applications to review and score.
- 4. The scoring will be reviewed by the full council and outliers will be reexamined.
- 5. The individual entity's three raw scores will be merged and averaged.
- 6. The average scores will be added to that entity's ISO rating for a final score.
- 7. The final scores will be used to determine the entity's rank among the other applicants for presentation to the council with input from the Fire Support staff.
- 8. In order of ranking, the application will then be considered for approval by the collective council.

ACKNOWLEDGEMENT/SIGNATURES			
Name of Department/District: Conservancy #1		County: C	Quay
Name of Fire Chief (please print):	Signature of	Fire Chief:	Date :
Name/Title of County/Municipal Fiscal Agent (please print):	Signature of Agent:	Fiscal	Date :

Please answer all questions in this application. Incomplete applications will not be considered.

Grant Request Type	Individual Department	
Fire Department ID Number (using NFIRS identifier)	37013	
Fire Department Name	Conservancy #1	
Fire Chief Name	John Hinze	
Insurance Services Office (ISO) Rating	5	
County	Quay	
Department Type?	County	
What kind of organization is your fire department?	Volunteer	
How many stations are in your organization?		
Main	1	
Substations	1	
Admin	0	
Type of community your organization serves Based on population density	Rural	
Mailing Address		
Address	PO Box 725	
City	Tucumcari	
State	New Mexico	
ZipCode	88401	
Phone Number	5754038807	

Name of Person Completing this application?	Michelle Jaynes
Are you a fire department member?	Yes
How many firefighters?	15 .
How many are FF-I Certified?	1
How many are FF-II Certified?	0

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BUDGET INFORMATION		
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$93,091.00	
What is the current Protection Fire Fund distribution?	\$93,091.00	
What is the total stipend carryover?	\$0.00	
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$80,823.28	
What was the purpose of the approval carryover?	To apply with possible grant funds to purchase a new vehicle Upgrades for the department.	
What percentage of your annual operating budget is derived	from:	
Taxes?	0.00%	
Grants?	0.00%	
State Fire Marshal Funds?	100.00%	
Donations?	0.00%	
Fund Drives?	0.00%	
Fee For Service?	0.00%	
Others?	0.00%	
Please Explain (For 'Others')		

Name of Community Protected?	Conservancy Fire District 1
lumber of commercial buildings protected in fire district?	10
lumber of homes protected in fire district?	625
What is the permanent resident population of the community you serve?	1875
Do you have formal automatic aid or mutual aid agreements?	No
List adjacent automatic aid fire districts (with written agree	ements)
5.No	Automatic Aide Fire District

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RESPONSE HISTORY		<del></del>		
Are you NFIRS Current?		Yes		
How many reponses per cate	egory?			
Structure Fire (IT 110-118, 120-123)	Vehicle Fire (IT 130-138) <b>41</b>	Vegitation Fire (IT 140-143) 23	EMS (IT 300-323) 10	
Rescue (IT 331-381) 3	Hazardous Condition (IT 400-482) <b>0</b>	Service Calls (IT 500-571) 0	Good Intent Calls (IT 600-671) 0	
False Calls (IT 700-751)	Other 14	Total Calls:		

WATER AVAILABILITY				
Community hydrant system?	Yes			
Total capacity of available water storage(in gallons)	2000000			
Total capacity of water storage on wheels (in gallons)	6500			
Total capacity of water stored at station (in gallons)?	0			
Water storage tank with fire hydrant at station?	No			
Describe additional water source(s):				
S.No	Source	Capacity		

n the last calendar year?
TrainingDocumentation
2021 2022 Meeting Accountability Chart sfm.pdf

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APPARAT	US						
Apparatus is part of the Project?			Yes				
Are pump tests conducted annually on apparatus?				Yes			
Has your annual hose testing been conducted?			Yes				
List Pump (	List Pump Capable Appratus:						
Apparatu s ID	Vehicle Identifica tion	License Plate	GPM	Tes Dat		Pass/Fail	Commen ts
3	1FVHCY DC35HU 19857	G65379	1250	7/7/	/2022	Pass	Pump Passed 7/7/22
3	1FDYK90 W2GVA2 9014	G13810	750	7/7/2022 F		Pass	Pump Passed 7/7/22
3	1FVACB S5BDA5 253	G50322	1250	7/7/	2022	Pass	Pump Passed 7/7/22

COMMUNICATION EQUIPMENT	
Communication Equipment is part of the prject?	No

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# HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

Hazard Type	Hazard Detail
Interstate 40	The District has 28 miles of Interstate 40 that runs through the district. Traffic ranges from typical civilian travel, commercial traffic, to U.S. Government transports with hazardous materials, or military transports. Because of the straight runs, and hot and dry conditions, nearly 50% of call volumes is related to I40. The amount of traffic and the materials are just two of the multiple hazards.
Railroad	Union Pacific Railroad operates through the district. The railroad is in our district and does contribute to a significant percentage of calls for service. There are approximately 27 miles of main line and multiple sidings through the district. These rails carry cargo ranging from consumer goods, grains, automobiles, to fuels and hazardous materials.
Bulk Fuel Storage	Numerous Farms and Ranches throughout the district have bulk fuel storage.
Bulk Chemical Storage	Farms throughout the district

	have bulk chemical ranging pesticides to fertilizers.
Abandoned Buildings	Our community has dwindled in size since the late 1970's. Due to the loss of population there are many abandoned buildings which have in past years been targeted by arsonist. This is a very clear danger to the area and citizens, with the possibility of fires spreading to threaten other structures and the potentia to become a wildland fire.

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CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)	
PPE is part of the Project ?	No

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List in <b>priority ord</b> fulfilling the needs	•	equipment needs of	your department	and the total costs of
Priority Order #	Priority Order Requesting From	Equipment Needed	Quantity	Total Cost
1	Apparatus	Tanker/Tender	1	\$350,000.00
				Total: \$350,000.0
What (specifically) will you purchase if awarded this grant?:		If awarded this grant Conservancy #1 will be purchasing a 3000 gallon tender apparatus will at the minimum 750 GPM rated pump. The department has carryover money to make up the balance that exceeds the awarded amount.		
Will fulfilling this n rating?:	eed impact your org	anization's ISO	Yes	
Please Explain:		Fire Protect have hydra Conservant relies on hat the district Engines with gallons and gallons. W 3,000 gallow the district allow the district more water	e a large portion of the ction Area does not ents. Therefore acy #1 in these area auled water. Current has 2 Class A ith a total of 3,250 d a tender with 1,500 fith the addition of a contender it would department to have ar on wheels to serve as that do not have	

hydrants. This could also allow for the potential of lowering ISO
ratings in those same areas.

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GRANT FUNDING JUSTIFICATION	
Project is a critical need?	Yes

Financial Need: The department has seen an increase of responses to structure fires and vehicle fires in the past few years. Along with the added call volume the department has been upgrading and improving its response capabilities whether that be apparatus, PPE, equipment, and training. In last two years, the department has seen the rise in costs of everyday goods, let alone apparatus. The rise in costs from raw materials to finished products have hit every sector, and those costs are past on to the consumers. The evidence of this is obvious in the cost of apparatus. Similar apparatus that where spec'd less that three years ago have risen approximately \$75,000.00 to \$100,000.00. The department has been working on maintaining ISO class 5, and in continually working to improve that. This grant would allow us to continue to the upgrades to our department and the surround departments as well.

**Problem:** The department needs additional water supply on wheels. As conditions change whether it is construction type or environmental conditions, the department has had a need for more water deliverable on wheels. The department currently does not have the capability to improve the ISO rating of the areas that do not have hydrants. The limiting factor is mobile water supply apparatus. Water availability is key and the more water that the department has on scene the more likely it is for a successful fire attack and the stopping of extension.

#### Benefit to the Community:

A lower ISO classification, would be the biggest benefit to the community. The availability of another mobile water supply apparatus in the County would also be a benefit to more than just the communities that the department serves. Whether that is working with our mutual aid partners or in the case of an area wide mobilization of resources like was seen this past year during the Calf Canyon/Hermits Peak Fire. The department is involved in community events and betterment of our community. It is the departments belief that if awarded the Fire Protection Grant for a water tender, we would be able to have more apparatus available to better serve the residents and communities in our area.

Consequences: If the Grant were not awarded to this department, the department will have to purchase the apparatus in two or more years. Once enough carry over money has been accrued and a NMFA Loan has been secured. The department would like to not have to use an NMFA loan at this time because within the next 5 year the department will be working on replacing a Class A Engine and do not want to limit the borrowing power due to potentially having a loan for a water tender as well.

Project Budge	Sheet	_			
Priority Order	Priority Order Requesting From	Equipme Needed	ent	Quanti ty	Total Cost
1	Apparatus	Tanker/Tender		1	\$350,000.
				Tota	ıl: \$350,000.0
Total Project Co	est:				\$350,000.0
Grant Amount F	Requested:				\$300,000.0
Total amount th	e Department is responsible for:				\$50,000.0
Stipend Amount	: Requested:				\$0.0

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# FISCAL AGENT COMMITMENT STATEMENT

I, as the fiscal agent for the Conservancy #1 department, certify that any funds in excess of the requested grant amount required to complete the project as specified are committed for use with respect to this application.

Franklin McCasland

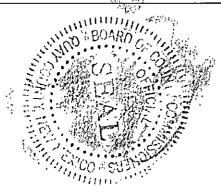
Chairman Titl 8/22/22

Name of County/Municipal Fiscal Agent

Title

Signature of County/Municipal Fiscal Agent

Date



# **APPLICATION FOR FY2023 FIRE PROTECTION GRANT**

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# Two Types of Grant Applications:

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#### Restrictions:

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The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost. State fire funds may be used for costs exceeding the grant amount with approval of the State Fire Marshal's Office.

# Signatures and commitment of funds.

The Fire Chief and the county's or municipality's fiscal agent or designee, shall e-sign the application indicating a commitment to comply with the procurement and reporting requirements of the award and, to comply with any state and federal law governing the use of these funds. The fiscal agent shall e-sign the Fiscal Agent Commitment Statement indicating a commitment of funds that are in excess of the grant and FPF monies necessary to complete the project. Applications submitted without all signatures will not be considered.

#### Minimum requirements for Eligibility.

#### NFIRS Reporting.

All applicants shall be in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) IAW 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period July through June of

the fiscal year preceding the grant applications fiscal year will not be eligible to participate in the grant application cycle.

# Pump testing.

All rated fire pumps shall undergo annual pump testing in accordance with current NFPA standards and the Insurance Services Office requirements. The applicant must provide evidence that apparatus pump tests are conducted annually by documenting the most recent results in the apparatus section of the application. The Fire Chief's e-signature on the application is an affirmation that the pump tests have been completed and that three years of pump test records exist for each apparatus with a rated fire pump, with the exception of newly acquired pumps, and are on file with the department and are available for NMSFMO inspection upon request.

\*False affirmations will result in forfeiture of funds and prohibit future grant participation.

#### Hose testing.

All fire hose shall have been tested within the calendar year preceding the opening of the application period. All annual hose test shall be conducted in accordance with current NFPA Standards and Insurance Services Office requirements. The Fire Chief's e-signature on the application is an affirmation that the hose testing was completed.

\*False affirmations will result in forfeiture of funds and prohibit future grant fund participation.

#### Critical need.

Applicants may apply for only one critical need.

- · Fire apparatus and equipment.
- · Tenders and tankers.
- · Apparatus intended for use in the urban/wildland interface.
- · PPE- Structural, wildland, Haz-mat, extractors and ballistic protection.
- · SCBA and support systems.
  - o Harnesses, regulators, face pieces, compressor, fixed/mobile cascade systems.
- · Communications.
- · Facility construction or improvement.
- · Training, training aids and supporting equipment.
- A need that will clearly have a significant impact on your ISO rating.

#### Summary.

- 1. Awards will be subject to audit and will result in forfeiture of funds and disqualification for future grant eligibility if non-compliance is determined.
- 2. All the information contained in the application is carefully reviewed and considered. In addition to the general information and data provided, thorough and clear narrative responses as well as a full financial disclosure are critical to helping reviewers understand the needs of the department relative to the request.
- 3. Apparatus purchased with grant funds must meet current NFPA standards and will be inspected for compliance and acceptance.
- 4. Awards are contingent upon the approval of the specifications.
- 5. For apparatus, the department must have the capability to immediately house the apparatus properly. NFPA listed equipment may be included with the purchase of the apparatus.
- 6. Preliminary project specifications, scope of work and concept drawings must be submitted to the Fire Support Division. Applications submitted without this documentation will not be considered. Applicants are encouraged to contact the Fire Support Division for guidance regarding NFPA or ISO requirements when there is a question about compliance.
- 7. Only apply for an amount that is necessary to aid in the completion of the project.

### Scoring.

- · Regular and appropriate training. (Up to 20 points).
  - Training calendar.
  - Rosters of attendees or members training records.
  - Total hours offered.
- · Financial need. (Up to 25 points).
  - Is the departments financial picture clearly articulated to include debts and funding sources?
  - · Are there explanations of previous efforts that have been made to secure the funding?
  - Is there an explanation of the financial impact if the grant is not awarded?
- Critical need. (Up to 20 points).
  - · Is the request a critical need identified in the grant?
  - · Is there an explanation of how the request will positively impact the operations of the department?
  - · Is there and explanation of how a denial of the grant will negatively impact the operations?

- Are there other negative or positive impacts to consider?
- Benefit to the community. (Up to 15 points).
  - How will the grant award benefit the community?
  - · Is there an explanation of how this will positively or negatively impact the community and the service area of the department?
  - · Will this request reduce response times?
  - Will this request have a direct effect on community safety?
- · Completeness of Application. (Up to 10 points).
- · Insurance Services rating.
  - ISO rating will be added to the final average score.

#### Ranking.

After review by the Fire Support staff for compliance;

- 1. The valid applications will be submitted to the grant council.
- 2. Three councilors will be assigned to review and score half of the total number of valid applications.
- 3. A second group of three councilors will be assigned the remaining half of the valid applications to review and score.
- 4. The scoring will be reviewed by the full council and outliers will be reexamined.
- 5. The individual entity's three raw scores will be merged and averaged.
- 6. The average scores will be added to that entity's ISO rating for a final score.
- 7. The final scores will be used to determine the entity's rank among the other applicants for presentation to the council with input from the Fire Support staff.
- 8. In order of ranking, the application will then be considered for approval by the collective council.

ACKNOWLEDGEMENT/SIGNATURES			_
Name of Department/District: Conservancy #2		County: Quay	
Name of Fire Chief (please print):	Signature of Fire Chief:		Date:
Name/Title of County/Municipal Fiscal Agent (please print):	Signature of Fiscal Agent:		Date:

Please answer all questions in this application. Incomplete applications will not be considered.

GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37019
Fire Department Name	Conservancy #2
Fire Chief Name	Danny Wallace
Insurance Services Office (ISO) Rating	9
County	Quay
Department Type?	County
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	<u> </u>
Main	1
Substations	1
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	
Address	2599 Quay Rd. 51
City	Grady
State	New Mexico
ZipCode	88120
Phone Number	5757607794
Email Address	rndwallace@yahoo.com
Name of Person Completing this application?	Ralph Lopez
Are you a fire department member?	Yes
How many firefighters?	23
How many are FF-I Certified?	0
How many are FF-II Certified?	0

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\$75,445.00
\$75,445.00
\$0.00
\$86,156.59
PPE and equipment purchase
from:
0.00%
0.00%
. 100.00%
0.00%
0.00%
0.00%
0.00%

COMMUNITY INFORMATION			
Name of Community Protected?	Lesbia, Morton, New Mexico		
Number of commercial buildings protected in fire district?	5		
Number of homes protected in fire district?	300		
What is the permanent resident population of the community you serve?	783		
Do you have formal automatic aid or mutual aid agreements?	No		
List adjacent automatic aid fire districts (with written agreemen	nts)		
S.No	Automatic Aide Fire District		

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RESPONSE HISTORY				
Are you NFIRS Current?		Yes		
How many reponses per cate	gory?			
Structure Fire (IT 110-118, 120-123)	Vehicle Fire (IT 130-138)	Vegitation Fire (IT 140-143)	EMS (IT 300-323)	
Rescue (IT 331-381) 2	Hazardous Condition (IT 400-482)	Service Calls (IT 500-571)	Good Intent Calls (IT 600-671) 0	
False Calls (IT 700-751)	Other 0	Total Calls: 35	·	

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WATER AVAILABILITY		
Community hydrant system?	No	
Total capacity of available water storage(in gallons)	51700	
Total capacity of water storage on wheels (in gallons)	11700	
Total capacity of water stored at station (in gallons)?	40000	
Water storage tank with fire hydrant at station?	Yes	
Describe additional water source(s):		
S.No	Source	Capacity

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TRAINING	
Average # of training hours per Firefighter per year:	24
How many training opportunities has this department offer	red in the last calendar year?
Training Details	TrainingDocumentation
CPR / Ambulance Training	1-4-22 CPR Ambulance Training.pdf
CPR AED Program	Student_eCard.pdf
Multi Department Training/Burn	7-4-22 Multi Department Training Elks Parking Lot.pdf
Controlled Burn Training	6-18-22 Controlled Burn Trngpdf
Pipeline Emergency Response	Pipeline Training.pdf

APPARATU	S						
Apparatus is	part of the Project?			Ye	es		
Are pump tests conducted annually on apparatus?			Yes				
Has your annual hose testing been conducted?			Ye	Yes			
List Pump C	apable Appratus:						<del>-                                    </del>
Apparatus ID	Vehicle Identification	License Plate	GPM		Test Date	Pass/Fail	Comments
1	1FVDCYBS6DDBX8152	NM-G 87353	1008		7/3/2021	Pass	
2	3ALHCYFEOLDME3384	NM_09213 G	1023		2/3/2020	Pass	

COMMUNICATION EQUIPMENT	
Communication Equipment is part of the prject?	No

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HAZARDS/THREATS			
Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)			
Hazard Type	Hazard Detail		
Solar Farm	Wind moves the cables that control the solar panels and rubs through the sheathing and causes sparks. It is 243 acres in size and has its own water onsite water storage for fire suppression. We are limited in our ability to use water in the solar panel field due to possibility of electric shock.		
Large Construction Company	Const Co with large bulk storage fuel tanks, two large shops with waste oil heaters, huge stockpile of railroad ties and used tires. sand plant and concrete batch plant and sometimes a large asphalt plant. numerous trucks and equipment.		
12 miles of Interstate 40	I-40 is a constant source of fires and accidents and is the biggest source of our calls.		
Tucumcari Municipal Airport	The Airport is in our district, but also in City limits so it is shared with City fire.  Large bulk storage fuel tanks and large grass areas. Threat of plane crashes.		

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)	
PPE is part of the Project?	No

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List in <b>priority o</b> f fulfilling the need	rder, and explain the equipm ls.	ent needs of your	r department and t	the total costs of
Priority Order#	Priority Order Requesting From	Equipment Needed	Quantity	Total Cost
1	Apparatus	Wildland	1	\$230,000.00

What (specifically) will you purchase if awarded this grant?:	2023 Ford 550 brush truck. This Truck will be NFPA 1906 Compliant at an estimate price of \$230,000.00. The truck will be outfitted with all emergency lighting and sirens, 400 US Gallon Polyprene tank, Class A foam tank indicator and a pump with a maximum pressure of 200 PSI and a maximum flow of 300 GPM meeting NFPA 1906.
Will fulfilling this need impact your organization's ISO rating?:	No

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GRANT FUNDING JUSTIFICATION		
Project is a critical need?	Yes	

Financial Need: Dist. 2 has suffered three major expenses on our Class A trucks including two broken shafts on the pump and fuel system failure that required the truck being towed to a shop for repair. Our newest brush truck, a 2012 Dodge was partially burned in a wildland fire requiring repairs. This Dodge is the only brush truck that we have that is dependable enough to take out of district. Our next newest truck is a 99 Chevy 3500, but the engine is blown and it is out of service at this time. The next newest truck is an 85 Ford 1-ton that needs a new clutch before it can be used out of district. The remainder of our brush trucks are 80's and 70's models and not dependable for out of district. The District purchased a new Tanker in 2020 and we still owe over \$134,027.00 on this truck. We use the remainder of our budget replacing aging PPE and building upkeep and maintenance.

**Problem:** Conservancy Dist. 2 covers 288 square miles of area with 12 to 14 active firefighters. Our newest brush truck is a 2012 and the next newest is a 1985 Ford. The remaining fleet of brush trucks is all from the 1980 and 70's. Our budget only allows the department to service and repair our own trucks, only hiring a mechanic when we are not able to do it ourselves. Dist. 2 has mutual aid agreements with all the other districts in our county and has helped on fires on adjacent counties. We currently only have one brush truck that we can take out of district. We were requested at a fire in the adjacent county and had to turn back due to equipment engine failure with the brush truck. The older brush trucks are slow and overloaded and not dependable. Having dependable safe equipment helps in retention of volunteer firefighters which is a challenge in rural areas.

Benefit to the Community: The award of this apparatus would allow Dist. 2 to have a dependable apparatus to respond to in-district calls as well as out-of-district calls. Currently we only have one brush truck dependable enough to respond to large fires and out-of-district fires. We spend a considerable amount of time working on the older brush trucks, and have had them fail in route to a fire or rescue. Three of our older brush type trucks are only capable of traveling 55 miles per hour, safely. We cannot provide for the safety of our community if we ourselves are in danger or not able to reach the incident. The community will benefit from our ability to safely reach the scene.

**Consequences:** If not awarded, the District will continue to accumulate carry-over funds until we can afford a new brush truck. We will continue to respond with the old equipment we currently have and continue to apply for grant funds until we are awarded or have enough carryover to purchase an apparatus.

Priority Order #	Priority Order Requesting From	Equipment Needed	Quantity	Total Cost
1	Apparatus	Wildland	1	\$230,000.00

Total Project Cost:	\$230,000.00
Grant Amount Requested:	\$230,000.00
Total amount the Department is responsible for:	\$0.00
Stipend Amount Requested:	\$0.00

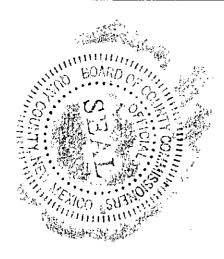
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FISCAL AGENT COMMITMENT STATEMENT	
I, as the fiscal agent for the Conservancy #2 department, certify that requested grant amount required to complete the project as specified	
respect to this application.	Chairman
Name of County/Municipal Fiscal Agent	8/22/22 Title
Signature of County/Municipal Fiscal Agent	Date



# APPLICATION FOR FY2023 FIRE PROTECTION GRANT

Applications will be accepted from 6/15/2022 to 9/30/2022 The New Mexico Fire Protection Grant cycle for FY23 will open on June 15<sup>th</sup> 2022 and close on August 31<sup>st</sup>2022. The application can be accessed at <a href="https://www.nmdhsem.org/state-firemarshal/fire-grant-council/#grant">https://www.nmdhsem.org/state-firemarshal/fire-grant-council/#grant</a>.

## Two Types of Grant Applications:

- 1. Individual Department Grant with or without a request for stipends, recruiting, retention and educational programs.
- 2. County-Wide Project Grant with or without a request for stipends, recruiting, retention and educational programs.

## Eligibility:

- 1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an Individual Department Grant. The Department must have a unique FDID.
- 2. County offices having administrative responsibility for more than one district or department may apply for a County-Wide Project Grant providing that each district or department that is under their jurisdiction is compliant with the requirements of the grant. The County-Wide Grant project must benefit all the departments. A County Administrative Office applying for a grant or the application for a County-Wide Grant does not prevent individual departments within the county from applying for a grant.

# Restrictions:

- 1. Grant applications must not be contingent on another grant award.
- 2. Joint applications will not be considered.
- 3. Only one grant application per FDID may be submitted.
- 4. Any fire department that is awarded a grant and subsequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and or equipment the State Fire Marshal for redistribution as per NMSA 59A-53 and Title 10 Chapter 25 Part 10 of the NMAC.
- 5. So that as many grant requests as possible may be honored, it is not necessary to apply for the full amount available for the category. Request only an amount that is necessary to address the need.

# Maximum Awards and Categories:

The maximum award amounts in the four categories for the grant cycle will be determined by the New Mexico Fire Protection Grant Council and will be dependent on the unencumbered funds available from the Fire Protection Fund. The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total project cost.

- 1. The maximum amount awarded to a single applicant, either as an Individual Department Grant or as a County-Wide Project Grant, shall not exceed \$400,000 for the following projects:
  - Facility Construction.
  - Major facility improvements or repairs.
  - Land acquisition.
  - Training facilities.
- 2. The maximum amount awarded to a single applicant, either as an Individual Department Grant or as a County-Wide Project Grant, shall not exceed \$300,000 for the following Projects:
  - · Apparatus and NFPA equipment.
  - · A single large infrastructure project.
    - o To include water supply systems and communications infrastructure projects.
  - SCBA and/or air support systems such as air compressors, cascade systems and mobile fill systems.
- 3. The maximum amount awarded to a single applicant, either as an Individual Department Grant or as a County-Wide Project Grant, shall not exceed \$150,000 for the following Projects or other critical needs:
  - · PPE-Structural, wildland, extractors, Haz-mat and ballistic protection.
  - · Communications- Mobile radios, handheld radios and base stations.
- 4. Stipends, recruiting, retention and fire-service related educational expenses for volunteer fire fighters:

In addition to the projects applied for, up to \$25,000 may be requested by municipal departments with a volunteer staff or a county-wide request may be made for the purpose of providing stipends, supplementing

recruiting and retention programs or educational programs for volunteer fire fighters. These funds must be administered by the county or municipality's fiscal agent or their designee. As with grant requests, a specification of the program parameters must be submitted along with the grant application. To ensure a fair allocation of the funds in this category, the amount requested should reflect the actual estimated need. Unexpended funds from this category may be rolled over but must be reported in the budget information section of the grant application. As with all monies received through this grant, these funds are subject to audit by the state.

The amount awarded for the stipends will be determined by the council on a historically based estimate of the department's stipend expenditures and unused stipend amounts. Supporting documentation shall be uploaded by the requesting agency in the supporting document section of the application.

\*The application for stipends, recruiting, retention and education programs for volunteer fire fighters will not affect a municipality's or county's eligibility to apply for a grant project.

# Project costs exceeding the grant amount shall be the responsibility of the local government.

The grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost. State fire funds may be used for costs exceeding the grant amount with approval of the State Fire Marshal's Office.

## Signatures and commitment of funds.

The Fire Chief and the county's or municipality's fiscal agent or designee, shall e-sign the application indicating a commitment to comply with the procurement and reporting requirements of the award and, to comply with any state and federal law governing the use of these funds. The fiscal agent shall e-sign the Fiscal Agent Commitment Statement indicating a commitment of funds that are in excess of the grant and FPF monies necessary to complete the project. Applications submitted without all signatures will not be considered.

## Minimum requirements for Eligibility.

# NFIRS Reporting.

All applicants shall be in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) IAW 59A-52 NMSA 1978 and Title 10 Chapter 25 Part

10 of the NMAC. Applicants with delinquent NFIRS reports for the period July through June of the fiscal year preceding the grant applications fiscal year will not be eligible to participate in the grant application cycle.

# Pump testing.

All rated fire pumps shall undergo annual pump testing in accordance with current NFPA standards and the Insurance Services Office requirements. The applicant must provide evidence that apparatus pump tests are conducted annually by documenting the most recent results in the apparatus section of the application. The Fire Chief's e-signature on the application is an affirmation that the pump tests have been completed and that three years of pump test records exist for each apparatus with a rated fire pump, with the exception of newly acquired pumps, and are on file with the department and are available for NMSFMO inspection upon request.

\*False affirmations will result in forfeiture of funds and prohibit future grant participation.

# Hose testing.

All fire hose shall have been tested within the calendar year preceding the opening of the application period. All annual hose test shall be conducted in accordance with current NFPA Standards and Insurance Services Office requirements. The Fire Chief's e-signature on the application is an affirmation that the hose testing was completed.

\*False affirmations will result in forfeiture of funds and prohibit future grant fund participation.

# Critical need.

Applicants may apply for only one critical need.

- · Fire apparatus and equipment.
- · Tenders and tankers.
- · Apparatus intended for use in the urban/wildland interface.
- · PPE- Structural, wildland, Haz-mat, extractors and ballistic protection.
- · SCBA and support systems.
  - o Harnesses, regulators, face pieces, compressor, fixed/mobile cascade systems.
- · Communications.
- · Facility construction or improvement.
- Training, training aids and supporting equipment.
- · A need that will clearly have a significant impact on your ISO rating.

# Summary.

- 1. Awards will be subject to audit and will result in forfeiture of funds and disqualification for future grant eligibility if non-compliance is determined.
- 2. All the information contained in the application is carefully reviewed and considered. In addition to the general information and data provided, thorough and clear narrative responses as well as a full financial disclosure are critical to helping reviewers understand the needs of the department relative to the request.
- 3. Apparatus purchased with grant funds must meet current NFPA standards and will be inspected for compliance and acceptance.
- 4. Awards are contingent upon the approval of the specifications.
- 5. For apparatus, the department must have the capability to immediately house the apparatus properly. NFPA listed equipment may be included with the purchase of the apparatus.
- 6. Preliminary project specifications, scope of work and concept drawings must be submitted to the Fire Support Division. Applications submitted without this documentation will not be considered. Applicants are encouraged to contact the Fire Support Division for guidance regarding NFPA or ISO requirements when there is a question about compliance.
- 7. Only apply for an amount that is necessary to aid in the completion of the project.

#### Scoring.

- Regular and appropriate training. (Up to 20 points).
  - Training calendar.
  - Rosters of attendees or members training records.
  - Total hours offered.
- Financial need. (Up to 25 points).
  - Is the departments financial picture clearly articulated to include debts and funding sources?
  - · Are there explanations of previous efforts that have been made to secure the funding?
  - Is there an explanation of the financial impact if the grant is not awarded?
- Critical need. (Up to 20 points).
  - Is the request a critical need identified in the grant?
  - Is there an explanation of how the request will positively impact the operations of the department?

- Is there and explanation of how a denial of the grant will negatively impact the operations?
- Are there other negative or positive impacts to consider?
- Benefit to the community. (Up to 15 points).
  - · How will the grant award benefit the community?
  - Is there an explanation of how this will positively or negatively impact the community and the service area of the department?
  - · Will this request reduce response times?
  - · Will this request have a direct effect on community safety?
- Completeness of Application. (Up to 10 points).
- Insurance Services rating.
  - ISO rating will be added to the final average score.

## Ranking.

After review by the Fire Support staff for compliance;

- 1. The valid applications will be submitted to the grant council.
- 2. Three councilors will be assigned to review and score half of the total number of valid applications.
- 3. A second group of three councilors will be assigned the remaining half of the valid applications to review and score.
- 4. The scoring will be reviewed by the full council and outliers will be reexamined.
- 5. The individual entity's three raw scores will be merged and averaged.
- 6. The average scores will be added to that entity's ISO rating for a final score.
- 7. The final scores will be used to determine the entity's rank among the other applicants for presentation to the council with input from the Fire Support staff.
- 8. In order of ranking, the application will then be considered for approval by the collective council.

ACKNOWLEDGEMENT/SIGNATURES			-
Name of Department/District: Jordan		County: C	luay
Name of Fire Chief (please print):	Signature of Fire Chief:		Date :
Name/Title of County/Municipal Fiscal Agent (please print):	Signature of Agent:	Fiscal	Date :

Please answer all questions in this application. Incomplete applications will not be considered.

GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37043
Fire Department Name	Jordan
Fire Chief Name	Tedd Tatum
Insurance Services Office (ISO) Rating	8
County	Quay
Department Type?	County
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	
Main	1
Substations	2
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	•
Address	4073 State Highway 156
City	Cuervo
State	New Mexico
ZipCode	88417
Phone Number	5757605658
Email Address	tedd@plateautel.net

Name of Person Completing this application?	Tedd Tatum
Are you a fire department member?	Yes
How many firefighters?	28
How many are FF-I Certified?	0
How many are FF-II Certified?	0

BUDGET INFORMATION		
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$51,050.00	
What is the current Protection Fire Fund distribution?	\$125,866.00	
What is the total stipend carryover?	\$0.00	
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$245,339.92	
What was the purpose of the approval carryover?	Department has been saving for a building addition, and is in the planning phase of construction of addition.	
What percentage of your annual operating budget is derived from:		
Taxes?	0.00%	
Grants?	0.00%	
State Fire Marshal Funds?	100.00%	
Donations?	0.00%	
Fund Drives?	0.00%	
Fee For Service?	0.00%	
Others?	0.00%	
Please Explain (For 'Others')		
	<u> </u>	

COMMUNITY INFORMATION		
Name of Community Protected?	Jordan, McAllister, Hassel, Ima	
Number of commercial buildings protected in fire district?	6	
Number of homes protected in fire district?	192	
What is the permanent resident population of the community you serve?	424	
Do you have formal automatic aid or mutual aid agreements?	No	
List adjacent automatic aid fire districts (with written agreements)		
S.No	Automatic Aide Fire District	

RESPONSE HISTORY		-		
Are you NFIRS Current?		Yes		
How many reponses per cate	egory?			
Structure Fire (IT 110-118, 120-123) 0	Vehicle Fire (IT 130-138) <b>2</b>	Vegitation Fire (IT 140-143) <b>10</b>	EMS (IT 300-323) 0	
Rescue (IT 331-381) <b>0</b>	Hazardous Condition (IT 400-482) 0	Service Calls (IT 500-571) 0	Good Intent Calls (IT 600-671) 0	
False Calls (IT 700-751)  0	Other 1	Total Calls:		

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WATER AVAILABILITY		
Community hydrant system?	No	
Total capacity of available water storage(in gallons)	100000	
Total capacity of water storage on wheels (in gallons)	0	
Total capacity of water stored at station (in gallons)?	0	
Water storage tank with fire hydrant at station?	Yes	
Describe additional water source(s):		
S.No	Source	Capacity

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TRAINING		
Average # of training hours per Firefighter per year:	24	
How many training opportunities has this department offered in the last calendar year?		
Training Details	TrainingDocumentation	
Training Log 2022	JOR Trainings 2022 3.4.pdf	
Training Log 2022	JOR Trainings 2022 1.4.pdf	
Training Log 2021	JOR Training Rec 21 3.4.pdf	
Training Log 2021	JOR Training Rec 21 1.4.pdf	
Training Log 2022	JOR Trainings 2022 4.4.pdf	
Training Log 2021	JOR Training Rec 21 4.4.pdf	
Training Log 2022	JOR Trainings 2022 2.4.pdf	
Training Log 2021	JOR Training Rec 21 2.4.pdf	

APPARATUS							
Apparatus is part of the Project?				,	Yes		
Are pump to	Are pump tests conducted annually on apparatus?				Yes		
Has your a	Has your annual hose testing been conducted?				Yes		
List Pump (	Capable Appra	tus:					
Apparatu s ID	Vehicle Identifica tion	License Plate	GPM	Test Date	Pass/Fail	Commen	
1	1FVXJJC R0VL741 788	G24168	750	6/10/20 2	)2 Pass		
2	1FVACY DJ87HX4 9772	G68138	500	6/10/20 2	D2 Pass		
3	1HTWCA ZRX8T04 1155	G75289	1000	6/10/20 2	D2 Pass		
4	1HTWEA AR3BJ31 8354	G81418	1250	6/10/20	D2 Pass		
5	1FVDCY FE4MHM K4321	G120083	1250	6/10/20	D2 Pass		

COMMUNICATION EQUIPMENT	
Communication Equipment is part of the prject?	No

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HAZARDS/THREATS	
Describe the threat to the community: (i.e., fu occupancies, etc.)	uel storage bulk plants, railroads, high hazard
Hazard Type	Hazard Detail
Wind Farm	Bulk fuel storage, 1 megawatt battery backup.
Bulk Fuel Storage	Multiple farms and ranches throughout the district have bull fuel storage.
Bulk Chemical Storage	Multiple farms throughout the district have bulk chemical storage.
State Highways	There a 4 State Highways that cross through the district that a used by commercial traffic that haul products that range from household product to hazardou cargo.
Petroleum Transmission Line	A petroleum transmission line runs through the southern portion of the district.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)	
PPE is part of the Project ?	No

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EQUIPMENT NEEDS						
List in <b>priority order</b> , and explain the equipment needs of your department and the total costs of fulfilling the needs.						
Priority Order#	Priority Order Requesting From	Equipment Needed	Quantity	Total Cost		
1	Apparatus	Tanker/Tender	1	\$350,000.00		
				Total: \$350,000.00		
What (specifically) will you purchase if awarded this grant?:			Fire Distri NFPA 190 gallon ten	If awarded this grant, the Jordan Fire District will purchase an NFPA 1901 compliant 3000 gallon tender with at least a 750 GPM rated pump.		
Will fulfilling this need impact your organization's ISO rating?:			Yes	Yes		
Please Explain:			to the flee District wi of water a that is on be deploy another 3 should ha the hauled	The addition of a another tender to the fleet of the Jordan Fire District will increase the amount of water available to the district that is on wheels and ready to be deployed. With the addition of another 3000 gallons on wheels should have a positive impact on the hauled water portion of the Districts next I.S.O. review.		

GRANT FUNDING JUSTIFICATION	
Project is a critical need?	Yes

### Financial Need:

The department has seen an increase of need of an additional tender apparatus due to possibility of ISO improvement and the last wildland fire season. Jordan Fire District is currently in the planning process of adding an addition on to the Jordan Main Station. For the last 5 years the department has been saving carryover money to start and complete this project. In the past 18 months the Jordan Fire Department has secured the donation of adjacent property to allow the expansion of the main station. The district has saved over \$200,000.00 to complete this project with the anticipation of having money to spare. But with the rising cost of all goods not to mention fire apparatus, this addition is expected to consume more than we initially anticipated. With this project dipping so heavily into the departments coffers, it will not allow the department to purchase a tender without the awarding of the Fire Protection Grant.

#### Problem:

As a very rural department the need of additional mobile water supply apparatus is extremely important. Located in an arid environment, with no supporting water supply infrastructure, hauled water is crucial in our operations. The department currently does not have the capability to improve the ISO rating without more water on wheels. Water availability is key and the more water that the department has on scene the more likely it is for a successful fire attacks and the limiting of property loss.

## Benefit to the Community:

Lower the ISO classification, could be the biggest benefit to the communities. And it would also be a benefit to more than just the communities that the department serves. Working with our neighboring departments, it would give us another tool to lend a hand with. It is our belief that if awarded the Fire Protection Grant for a water tender, we would be able to have more apparatus available to better serve the residents and communities of Jordan, Ima, McAlister, and Hassle.

## Consequences:

If the Grant were not awarded to Jordan Fire District, the district will have to wait until completion of the main station addition, and save for multiple years to purchase a tender apparatus. Once we have saved enough carry over money, the district will likely have to get a NMFA loan for the balance of the apparatus. This extended time frame will prolong any possibility of lowering the ISO rating of Jordan

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Fire:	D	ıst	ric	ät.

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Project Budget Sheet					
Priority Order #	Priority Order Requesting From	Equipment Needed		Quanti ty	Total Cost
1	Apparatus	Tanker/Tender		1	\$350,000. 00
Total: \$350,0					al: \$350,000.00
Total Project Cost:			\$350,000.00		
Grant Amount Requested:			\$300,000.00		
Total amount the Department is responsible for:			\$50,000.00		
Stipend Amount Requested:			\$0.00		

## FISCAL AGENT COMMITMENT STATEMENT

I, as the fiscal agent for the <u>Jordan</u> department, certify that any funds in excess of the requested grant amount required to complete the project as specified are committed for use with respect to this application.

TANKlin McCasland

Chairman 8/22/22

Name of County/Municipal Fiscal Agent

Title

Signature of County/Municipal Fiscal Agent

Date

## QUAY COUNTY LEASE AGREEMENT

This Article One contains the Basic Terms of this Lease between Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in the Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease August 2022

Section 1.02. Landlord Quay County Government

P.O. Box 1246

Tucumcari, New Mexico 88401

Section 1.03. Tenant Presbyterian Medical Services

d/b/a Quay County Family Health Center

P.O. Box 1302

Tucumcari, New Mexico 88401.

## Section 1.04. Property.

The parcel of real property located at 1302 East Main Street, Tucumcari, New Mexico along with the parking area to the north, west, and south of such building. The east boundary being the fence separating the Quay County Road Department from the Primary Care Building. Said parcel being approximately 123 feet wide by 148 feet long, such tract is located in the northwest corner of the parcel of 6 acres in the NW I/4SE I/4, Quay County New Mexico, Section Thirteen (13), Township Eleven (I I) North, Range Thirty (30) East belonging to Quay County Government

## Section 1.05. Lease Term.

Ten (10) years from commencement date of August 2022, as described in Section 2.01 herein plus any partial month after the commencement date.

#### Section 1.06. Permitted Uses.

Out patient medical related services.

## Section 1.07. Security Deposit.

None

## Section 1.08. Base Rent Payable.

Upon execution of this Lease Agreement by Tenant, Tenant shall pay the Landlord the sum of one dollar (\$1.00) per year.

#### ARTICLE TWO: LEASE TERMS

## Section 2.01. Lease of Property for Lease Term.

Landlord agrees to lease the Property to Tenant, and Tenant agrees to lease the Property from Landlord for the Lease Term on a "triple net" basis (except as provided for in Section 6.02 and except that neither party is required to pay property taxes). The Lease Term shall be as set forth in Section 1.05.

Upon entry upon the Property as provided in this Section 2.01, all of the provisions of this Lease shall be in full force and effect and Tenant shall be deemed to have accepted the Property. The Lease Term for any or all purposes, including the payment of rent, shall commence on the effective date of August 2022. Either party may terminate lease with a one hundred eighty (180) day written Notice of Termination.

## Section 2.02. Excuse of Landlord's Performance.

Landlord shall not be in default with respect to the performance of this Lease if such failure of performance shall be due to any strike, lockout, government regulations or controls, act of God, or other cause beyond the control of Landlord.

## Section 2.03. Holding Over.

Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord from any delay by Tenant in vacating the Property. If Tenant does not vacate the Property upon the expiration or earlier termination of the Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Property shall be a "month to month" tenancy, subject to all of the other terms of this Lease, except that the Base Rent then in effect shall be increased by TEN PERCENT (10%) being Nine (9) Cents per month.

#### ARTICLE THREE: BASE RENT

### Section 3.01. Time and Manner of Payment.

Tenant shall pay Landlord the rent for the first year upon execution of this Lease Agreement as set forth above, and thereafter shall pay rent at Landlord's address as stated in Section 1.02 or at such other places as Landlord may designate in writing. The Rent shall be prorated for any partial month included in the Lease Term. Should Tenant fail to pay the Rent within Ten (10) days of the due date, Landlord shall have the right to assess Tenant a ten percent (10%) penalty of the amount due.

#### ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

#### Section 4.01. Utilities.

All charges payable by Tenant other than Base Rent are called "Additional Rent". Unless this Lease provides otherwise, all Additional Rent shall be paid with the installment of Base Rent for the month immediately subsequent to the month in which any such Additional Rent has accrued. The term "Rent" shall mean Base Rent and Additional Rent.

#### Section 4.02. Utilities.

Tenant shall pay directly to the appropriate supplier the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Property.

## (a) Liability Insurance:

Tenant shall procure and maintain at its own cost and expense, during the Lease Term, a policy or policies of insurance to the amount of \$1,000,000.00 against loss or damage or any claim thereof resulting from the injuries to or the death of any number of persons from any one occurrence, as the result, or by reason of the ownership of said demised premises by Landlord and the use thereof by said Tenant. Said policy or policies may be subject to periodic increases based upon inflation, increased liability awards, recommendation of professional insurance advisors, and other relevant factors. However, the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder.

The policy shall contain cross-liability endorsements and shall insure Landlords performance of the indemnity provisions of Subsections 5.03 (a), (b), (c) and (d). Tenant shall, at Tenant's expense, maintain such other liability insurance, as Tenant deems necessary to protect Tenant.

## (b) Hazard Insurance:

During the Lease Term, Landlord shall maintain policies of insurance at Tenant's expense, (with respect to the Property), covering loss of or damage to the Property, on a replacement cost basis, in the full amount of its replacement value or in such greater amount as may be required by any tender holding a security interest in the Property, so long as such greater amount does not exceed the face amount of the obligation to said lender applicable to the Property. Such policies shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage, earthquake sprinkler leakage and inflation guard endorsement, and any other perils which Landlord deems necessary. Tenant shall, at Tenant's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements, as Tenant deems necessary to protect its interest.

## (c) Payment of Premiums: Insurance Policies:

Tenant shall pay all premiums for the insurance policies as they come due, covering the Property described in Subsection 1.04 within fifteen (15) days. If the Lease term expires before the expiration of the insurance policy period, Tenant's liability for insurance premiums shall be prorated on an annual basis. Tenant Lease Agreement shall be liable for the payment of any deductible amount under such insurance policies.

## (d) General Insurance Requirements:

All policies required under this Lease shall be written by insurance companies licensed to provide the type of coverage noted in the State of New Mexico. Landlord and Tenant, for themselves and their insurers, hereby waive, as against each other, any and an rights of recovery, including subrogation rights, against the other party, its officers directors, stockholders, partners, agents, employees and representatives for any loss, damage or liability, including consequential loss or damage which is covered by or insured under any policy of insurance carried for the benefit of the waiving party, whether or not such policy is required under the terms of this Lease. Each policy of insurance required under this Lease shall contain an endorsement providing that neither said policy nor any coverage provided therein may be in any way canceled, reduced, diminished or otherwise abrogated without Ten (10) days prior written notice to Landlord and any lender holding a security interest on

the Property whose address has been provided to Tenant. All insurance policies required under this Lease shall be written by insurance companies subject to the reasonable approval of Landlord and lender holding a security interest on the Property, which approval shall be based upon the financial stability and rating of such insurance companies with general accepted insurance rating services. At the time provided for the procurement of insurance coverage as noted in this Lease and not less than fifteen (15) days prior to the expiration of each policy, Landlord shall deliver to Tenant a copy of certificates issued by the insuring company or companies evidencing all coverages, endorsements and policy limits required herein. Each policy of insurance required under the terms of this Lease shall be written as primary policy and not contributing with or in excess of any policy which may be carried by Landlord, All policies required hereunder shall name landlord as named insured, Landlord. at Tenant's expenses, shall carry insurance as required in this Lease in such amounts as to prevent the imposition of a coinsurance penalty in the event of loss notwithstanding any other provision of this Lease. Tenant covenants that any and all sub-tenants, assignee and licensee will provide Landlord with all evidences of coverage which are required of Tenant herein, and that said insurance will meet any and all standard and requirements imposed on Tenant herein.

## Section 4.04. Accrual of Interest.

In the event that Tenant fails to timely make any payment to be made by Tenant under the provision of this Lease and Landlord reasonably believes that said payment should be made in order to protect or preserve the property or the rights and benefits of Landlord, Landlord may make such expenditure or payment on the account of Tenant, in which case Tenant shall reimburse Landlord therefore within ten (10) days of receipts of notice of the expenditure or. payment by Landlord, which notice shall be accompanied by evidence of such expenditure or payment and request for reimbursement. Save and expect for payment of rental which shall be subject to the provisions of Section 3.01, should Tenant fail to so reimburse Landlord within said ten (10) days, or should any other payment due to Landlord hereunder remain unpaid after the expiration of ten (10) days following notice to Tenant of Tenant's failure to make such rental or other payment, the sums due to Landlord shall accrue interest from the date of payment or disbursement by Landlord at a rate equal to TWELVE PERCENT (12%) per annum. Such interest shall be considered "Additional Rent" hereunder.

## ARTICLE FIVE: USE OF PROPERTY

#### Section 5.01. Permitted Uses.

Tenant may use the property only for the Permitted Uses set forth in Section 1.06 above.

#### Section 5.02. Manner of Use.

Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance or government regulation or order, or which constitutes a nuisance or waste. Once the initial Certificate of Occupancy has been issued for the Property, Tenant shall obtain and pay for all permits, including any Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

## Section 5.03. Indemnities and Waiver,

Tenant will be financially responsible to hold Landlord free, clear and harmless from and against any and all liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, judgment, suits, claims, liens and demands of any kind or nature whatsoever, including consequential losses and damages arising from, with respect to, or in connection with (a) Tenant's use or occupancy of the property and/or the use or occupancy of the Property by any sub-tenant or licensee of tenant; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in, on or about the Property; (c) any condition existing upon the Property for which Tenant is responsible under the terms of this Lease, but excluding any conditions which existed prior to the commencement of the Lease Term; (d) any act or omission or anything else done or permitted to be done on or about the Property by Tenant, its officers, directors, employees, agents, contractors, sub-tenants, assignees, licensees, customers or business invitee; (e) any violation or alleged breach of any agreement or any failure or alleged failure of Tenant under this Lease; and (f) any act, omission, event, occurrence, condition or consequences which would be the subject of and/or insured against under any policy of insurance required of Tenant under the provisions of Subsections 4.03(a) and (b) above to the extent not actually covered by insurance procured therefore, notwithstanding anything in the foregoing which might indicate to the contrary; excluding, however any of the matters for which Landlord indemnifies Tenant herein. Tenant shall defend Landlord with respect to the matter indemnified at Tenant's expense using Tenant's counsel. Landlord hereby covenants and agrees to pay and to indemnify, saye and hold Tenant free, clear and harmless from and against any and all liabilities, losses, damages, costs, expenses (including attorney's fees), causes of action, judgments, suits, claims, liens and demands of any kind or nature whatsoever, with respect to or in connection with any structural unsoundness of the Property and gross negligent or intentional acts or omissions of Landlord, its authorized representatives, agents, assigns, subcontractors or employees.

#### Section 5.04. Ouiet Possession.

If Tenant pays the rent and complies with all other Terms of this Lease, Tenant may occupy and enjoy the Property for the fun Lease Term, subject to the provisions of this Lease.

## ARTICLE SIX: CONSTRUCTION; CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

## Section 6.01. Alterations, Additions and Improvements.

Tenant shall not make any alterations, additions or improvement to the Property without Landlord's prior written consent. "Landlord's prior consent shall not be unreasonably withheld." Tenant shall promptly remove any alterations, additions or improvements constructed in violation of this section upon Landlord's written request. AU alterations, additions and improvements consented to will be accomplished at Tenant's sole expense and in a good and workmanlike manner, in conformity with all applicable taw and regulations, and by a licensed contractor.

## Section 6.02. Landlord's Obligation for Maintenance, Repair and Replacement.

Landlord shall have no obligation of any nature for the maintenance of the Property or the repair or replacement of all or any portion thereof or of any component thereof during the Lease Term, except as follows: Landlord covenants and agrees, at its expense to keep, maintain and replace, if necessary, the structural systems, including, without limitation, the roof, roof membrane, roof covering, load-bearing walls and floor slabs and masonry walls and foundations in good condition and repair and all major HVAC, plumbing and electrical system and components.

## Section 6.03. Tenant's Obligation for Maintenance, Repair and Replacement.

Subject only to the item to be maintained by Landlord per section 6.02 above, from and after the time Tenant accepts the Property (including, but not limited to all ordinary, non-structural, interior, exterior and landscaped areas, all systems and equipment, as well as any and all other portions of the Property) in good order, condition and repair during the Lease Term and any continued period of occupancy by Tenant thereafter. It is the intention of Landlord and Tenant that, at all' times during the Lease Term, and Tenant's occupancy, Tenant shall solely maintain the Property in an attractive, fully operative condition, replacing such parts and components thereof as may be necessary to maintain such condition.

#### Section 6.04. Condition upon Termination.

Upon the termination of the Lease, Tenant shall surrender the Property, including any alterations and improvements, to Landlord broom clean and in the same condition as received except for ordinary wear and tear. Tenant may remove Tenant's furniture, sales display fixtures and equipment which can be removed without material damage to the property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such furniture, sales display fixtures or equipment.

## Section 6.05. Signs.

Tenant shall procure Landlord's prior written consent before placing or erecting any sign or lettering on the exterior of the Property, which approval shall not be unreasonably withheld.

## ARTICLE SEVEN: DAMAGE OR DESTRUCTION

#### Section 7.01. Damage to Property.

Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. Further, immediately upon the occurrence of any damage to the Property by Tenant, or its agents, employees, subcontractors or those who enter upon the property at the request of Tenant, Tenant shall commence and thereafter diligently pursue to completion, at its sole cost and expense, full repair of such damage or destruction including, if necessary, any and all reconstruction necessary, any and all reconstruction necessary to place the Property in good order, repair and condition. Tenant shall utilize only qualified contractors licensed in the State of New Mexico to perform the work necessary to affect such repair and reconstruction (and such contractor may be Tenant if Tenant is so licensed). Landlord shall assign any interest it may have in any insurance proceeds resulting from such damage or destruction to Tenant for purposes of utilizing said proceeds in paying the cost of repair and reconstruction. Notwithstanding anything in this Lease to the contrary, Tenant's repair and reconstruction obligations under the provisions of this Section 7.01 shall survive the termination of the Lease. the termination of the Lease 'Fenn and/or the termination of Tenant's occupancy hereunder. Tenant shall have the right to negotiate with any insurer of the Property relative to the payment of insurance proceeds payable on account of such damage or destruction and to utilize such proceeds in fulfilling its obligations under this Section 7.01.

## ARTICLE EIGHT: ASSIGNMENT AND SUBLETTING

## Section 8.01. Landlord's Consent Required.

No portion of the Property or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law, or act of tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything contained to the contrary in this Article 9, Tenant shall have the right, without landlord's prior consent, to sublease the whole of the property to a Subtenant of Tenant's choice providing that said Sub-tenant operates only the business allowed under the provisions of Section 1.06 herein and further provided that any such sublease shall be subject to all of the terms and conditions of this Lease and that Tenant shall remain primarily liable for the payment of the rent and the performance of the terms and conditions of this Lease.

## Section 8.02. No Release of Tenant.

Unless otherwise agreed by Landlord in writing, no transfer permitted by this Article 8.02 shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article 8.02. Consent to one transfer is not consent to any subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee.

#### Section 8.03 Landlord's Election.

Tenant's request for consent to any transfer described in Section 8.02 above shall be accompanied by a written statement setting forth the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and rent and security deposit payable under any assignment or sublease), and any other information Landlord reasonably deems relevant. Landlord shall have the right to withhold consent, if reasonable or to grant consent.

## Section 8.04. No Merger.

No merger shall result from tenant's sublease of the Property under this Article 8.04, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all sub tenancies or succeed to the interest of Tenant as sublandlord thereunder.

## Section 8.05. Sublease.

Notwithstanding anything contained to the contrary in this Article 8.05, Tenant shall have the right, with Landlord's prior consent, to sublease the whole of the Property to a Sub-tenant of Tenant's choice providing that said Sub-tenant operates only the business allowed under the provisions of Section 1.06 herein, and further provided that any such sublease shall be subject to all of the Terms and conditions of this Lease and that Tenant shall remain primarily liable for the payment of the Terms and the performance of the terms and conditions of this Lease.

## ARTICLE NINE: DEFAULTS; REMEDIES

## Section 9.01. Covenants and Conditions.

Tenant's performance of each of Tenant's obligation under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions; provided, however, that nothing in this sentence shall be construed to reduce any notice, cure or performance periods set forth herein if specific periods of time are stated for any such notice, cure or performance.

- (a) If Tenant abandons the Property or if Tenant vacates the Property except for remodeling or other permitted purposes herein.
- (b) If Tenant fails to pay rent or any other charge required to be paid by Tenant, as and when due or fails to procure and maintain insurance as required herein if such failure in either of said events continues for ten (10) days following written notice to Tenant of said failure;
- (c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant. shall not be in default if Tenant commences such performance with the 30-day period and thereafter diligently pursues its completion.
  - i. If Tenant makes a general assignment or general arrangement for the benefit of creditors;
  - ii. If a petition for adjudication of bankruptcy or for organization or rearrangement if filed by or against Tenant and is not dismissed within thirty (30) days;
  - iii. If a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or
  - iv. If substantially all of Tenant's assets located at the Property or of Tenant's interest in the lease is subjected to attachment, execution or other judicial seizure which is not discharged with thirty (30) days. If a Court of Competent Jurisdiction determines that any of the acts described in this Subparagraph (i.-iv.) is not a default under this Lease, and a trustee is appointed to take possession (or If tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as additional rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

#### Section 9.02. Remedies.

On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, without limiting Landlord in the exercise of any right or remedy, which Landlord may have:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's.

- (b) Maintain tenants right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
- (c) Pursue any other remedy now or hereafter available to Landlord under the law or judicial decisions of the state in which the Property is located.

## Section 9.03. Cumulative Remedies.

Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

### ARTICLE TEN: TERMINATION

#### Section 10.01.

It is specifically agreed that this Lease agreement may be Terminated by either party at any time upon one hundred eighty (180) days written notice with or without cause. Upon such termination, all provisions herein relating to termination of vacation of the premises shall apply.

#### ARTICLE ELEVEN: MISCELLANEOUS PROVISIONS

## Section 11.01. Non-Discrimination.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

### Section 11.02. Severability.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.

## Section 11.03. Incorporation of Prior Agreements; Modifications.

This Lease supersedes any and all prior or contemporaneous discussions, negotiations and agreements between the parties hereto, and no other agreements are effective. All Amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

#### Section 11.04. Corporate Authority.

Each person executing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. Each person executing this Lease on behalf of Landlord represents and warrants that he has full authority to do so and this Lease binds the Landlord.

## Section 11.05. Force Majeure.

If Landlord cannot perform any of its obligations due to events beyond Landlord's control, or if Tenant cannot perform any of its obligations (other than an obligation to pay money or provide insurance coverage) due to events beyond Tenant's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a party's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions. Nothing herein shall be construed to permit the delay of the commencement of the Lease Term beyond! the time notice in Section 2.01

#### Section 11.06 Execution of Lease.

This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of the Lease by Landlord and Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Any changes to this lease must be in writing and signed by both Tenant and Landlord with the same degree of formality as this lease.

This agreement shall become effective as of the 22<sup>nd</sup> day of August, 2022.

MADE and ENTERED into this date herein first above written.

PRESBYTERIAN MEDICAL SERVICES

Steven C. Hansen, President

muning Best	QUAY COUNTY BOARD OF COMMISSIONERS
E0.100 0 W. J.	f. Olimer
(是) 对 (表) 意思。	Eranklin McCasland, Chairman
	Loui Ruch
	Jerri Rush, Member
Attest: "Anni Million	Det In
Ellen White, County Clerk	Robert Lopez
911	
Ula Whid	

# QUAY COUNTY ORDINANCE NO. 55

AN ORDINANCE RELATING TO ECONOMIC DEVELOPMENT PLANNING. BE IT ORDAINED BY THE GOVERNING BODY OF THE QUAY COUNTY, NEW MEXICO;

## Section 1. Quay County Economic Development Plan\*

Short title.

The ordinance codified in this section may be cited as the "economic development plan ordinance."

## Section 2. Authority.

The economic development plan ordinance is enacted pursuant to the express statutory authority conferred upon municipalities to allow public support of economic development (NMSA, 1978, Section 5-10-1 through Section 5-10-17 (2021)). The ordinance codified in the section is adopted as part of the County's economic development plan.

## Section 3 Purpose.

The purpose of this section is to allow public support of economic development projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of this section is to allow the County to enter into one or more joint powers agreements with other local governments to plan and support regional economic development projects.

#### Section 4. Definitions.

"Economic development project" means the provision of direct or indirect assistance to a qualifying business and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings, or other infrastructure; public works improvements essential to the location or expansion of a qualifying business; and payments for professional services contracts necessary for local or regional governments to implement a plan or project.

"Governing body" means the Quay Board of Commissioners.

"Project participation agreement" means an agreement between a qualifying entity and the County whereby the County provides assistance to an economic development project in exchange for the benefits received as set forth in this section.

"Qualifying entity" means an existing or proposed corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two or more of the following:

1. An industry for the manufacturing, processing or assembling of any agricultural or manufactured products;

- 2. A commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, but, other than provided in Paragraphs (5), (6), or (9) of this subsection, not including any enterprise for sale of goods or commodities at retail or for the distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;
- 3. A business, including a restaurant or lodging establishment, in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than provided in Paragraph (5) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail;
- 4. An Indian nation, tribe or pueblo or a federally chartered tribal corporation;
- 5. A telecommunications sales enterprise that makes the majority of its sales to persons outside of New Mexico;
- 6. A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets:
- 7. A business that is the developer of a metropolitan redevelopment project;
- 8. A cultural facility;
- 9. A retail business.

## Section 5. Economic Development Plan Generally.

- 5.1 The governing body may assist economic development projects in any legally permissible manner including but not limited to provision of land, buildings, and infrastructure provided that all the requirements of this section are met. The County may provide land, buildings, or infrastructure it already owns, or it may build, purchase, or lease the facilities needed for an economic development project. The County at its discretion may bear the full cost or contribute a portion of the costs including the waiver of applicable fees. The County, at its discretion, may also contribute to the payment of costs for professional services contracts such as industry feasibility studies and planning and design services needed to implement a project.
- 5.2 The governing body may consider offering all forms of assistance allowed under this section and any other legally permissible forms of assistance; however, this does not establish any obligation on the County's part to offer any specific type or level of assistance.

## Section 6. Application Requirements.

- 6.1 Any qualifying entity meeting the definition set forth in Section 4 of this section, may propose an economic development project to the County. Meeting the definition of a qualifying entity does not create any obligation on the part of the County.
- 6.2 Applications from qualifying entities shall be submitted to the economic development office on forms provided by the County.

- 6.3 Applications shall contain the following information for business applicants:
  - A. Identification information:
    - 1) Complete name and address of entity;
    - 2) Incorporation papers with by-laws;
    - 3) List of board of directors and executive director, with addresses; and
    - 4) Resumes of all directors and officers.
  - B. Evidence of financial solvency (personal statements of principals):
    - 1) Financial statements (income statements and balance sheets) for the past three years;
    - 2) Federal tax number, New Mexico State Taxation and Revenue Number and County business license;
    - 3) Projected income statement for at least three years.
  - C. Evidence of organizational capacity:
    - 1) Brief history of the entity;
    - 2) Organizational chart of entity;
    - 3) Business plans for the entity and proposed project (shall include pro-forma cash flow analysis).
  - D. Evidence of ability to manage the project, such as, but not limited to:
    - 1) List and description of previously completed projects;
    - 2) Resumes of key staff involved with project.
  - E. Entity shall disclose the following information (if the answer is yes, entity shall attach a written explanation):
    - 1) Has the business or any of its officers ever been involved in a bankruptcy?
    - 2) Has the business or any of its officers ever defaulted obligations on which payments are not current?
    - 3) Does the entity have any loans or other financial obligations on which payments are not current?
      - a. Equity investment of qualifying entity;
      - b. Assistance being requested of the County (e.g. specific parcel of land, applicable fees etc.), with estimate of value; and,
      - c. Funding sources other than the County with letters of commitment of intent to fund.
- 6.4 Identification of the terms, conditions, location, scope and requirements to the economic development project.
- 6.5. Any other information required of the applicant by the County manager, his designated agent or assign, or the governing body.

## Section 7. Application Review Process.

7.1 The county manager, his designated agent or assign shall determine whether the entity and the proposed project qualify under this section.

- 7.2 The county manager, his designated agent or assign shall then coordinate with the qualifying entity to develop a project participation agreement as set forth in Section 10 of this section.
- 7.3 The county manager, his designated agent or assign shall consider the economic development project and the project participation agreement in accordance with the criteria set forth in Section 8 of this section. The county manager, his designated agent or assign shall recommend to the governing body that the proposal be adopted, conditionally adopted or not adopted.
- 7.4 The recommendation will be forwarded with the project participation agreement, and any other pertinent information to the governing body for final consideration at a public hearing.

## Section 8. Application Review Criteria.

- 8.1 Applications for economic development projects requesting economic assistance from the County that meet the policies and objectives of the County's community economic development plan shall receive priority. Examples include, but are not limited to:
  - A. Manufacturing firms (including intellectual property such as computer software);
  - B. Projects which enhance the exporting capacity of companies and/or provide goods and services which currently have to be imported into the County
  - C. Private companies seeking to build, expand or relocate facilities;
  - D. Private companies which provide facilities or services which enhance the ability of County businesses to operate;
  - E. Organizations that assist business start-ups or bring small companies together to increase their competitive abilities. This must involve a tangible project, which will create jobs and promote an industry. Examples include, but are not limited to:
    - 1) Business incubators;
    - 2) Art incubator or coalitions (e.g. a performing arts coalition seeking to construct rehearsal or performance facilities);
    - 3) Public markets for farmers, gardeners, crafts, etc.; and,
    - 4) Organizations which foster economic development by promoting work force development efforts such as apprenticeships or other job training programs.
  - F. Projects in industry clusters listed above are particularly encouraged, but others are eligible to apply as well. The intention is to retain flexibility in the use of incentives; and
  - G. Qualifying entities with existing contracts or projects with the County when this plan is adopted may propose a restructuring of their project as an economic development project.
- 8.2 All applications for economic development projects requesting economic assistance from the County shall submit a cost-benefit analysis. Preparing the cost-benefit analysis shall be the responsibility of the applicant. The County retains the right to specify a format and methodology for the cost-benefit analysis. The source and rationale for any multiplier

effects shall be identified. The cost-benefit analysis shall show that the County will recoup the value of its donation within a period of ten years. The analysis shall address the following:

- A. The number and types of jobs to be created, both temporary construction jobs and permanent jobs (by New Mexico Department of Labor job category);
- B. Pay scales of jobs;
- C. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Tucumcari area;
- D. Total payroll expected at start-up and after one year;
- E. Anticipated impact of project on local tax base; and
- F. .Anticipated impact on local school system.
- 8.3 All applications for economic development projects requesting economic assistance from the County shall require the same review required of industrial revenue bond applications as set forth in Resolution No. 1995-83 as may be amended from time to time. This review shall focus on environmental and community impacts of the proposed project. Special attention shall be given to job training and career advancement programs and policies. Projects shall demonstrate a strong commitment to providing career opportunities for Tucumcari area residents. Cultural impacts of projects shall also be considered.
- 8.4 Any qualifying entity seeking assistance shall prepare and make available a job training and career development plan for their employees.
- 8.5 All applications for economic development projects requesting economic assistance from the County shall clearly demonstrate the benefits, which will accrue to the community as a result of the donation of public resources. The County has considerable flexibility in determining what is considered as adequate benefits. Benefits such as providing components or production capabilities, which enhance a targeted industry cluster, or addressing critical deficiencies in the regional economy may be recognized. The benefits claimed of any proposal will receive careful scrutiny. However, it is the intent of this section to be flexible in the evaluation of these benefits, and to recognize the qualitative as well as quantitative impact of a proposal.
- 8.6 All applicants for economic development projects requesting economic assistance from the County shall clearly demonstrate how the qualifying entity is making a substantive contribution. The contribution shall be of value and may be paid in money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy. The County retains flexibility in defining the "substantive contribution." The benefits identified in the previous paragraphs may be accepted as adequate contributions on their own, or a cash donation may be required. Assistance in providing affordable housing to its employees or the community at large may also qualify. Determination of what constitutes an acceptable contribution for a given project shall be at the discretion of the governing body.

## Section 9. Public Safeguards.

- 9.1 All economic development projects receiving assistance from the County shall be subject to an annual performance review conducted by or on behalf of the county. This review shall evaluate whether the project is attaining the goals and objectives set forth in the project participation agreement. This review shall be presented to the governing body for their consideration. The governing body at a public hearing may terminate assistance to the economic development project by passage of an ordinance, which terminates the agreement and specifies the dispositions of all assets and obligations of the project.
- 9.2 The County shall retain a security interest, which shall be specified in the project participation agreement. The type of security given shall depend upon the nature of the economic development project and assistance provided by the County. Types of security may include, but are not limited to:
  - A. Letter of credit in the County's name;
  - B. Performance bond equal to the County's contribution;
  - C. Mortgage or lien on property or equipment;
  - D. Prorated reimbursement of donation if company reduces work force or leaves the community before the term agreed to; and
  - E. Other security agreeable to both parties.
- 9.3 Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of project participation agreement, the County retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee or lessee. At its discretion, the County may choose to deny said assignment, lease or transfer or may negotiate a new agreement with the new operator, or the County may reclaim the facility and enter into an agreement with a new qualifying entity.
- 9.4 Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its project participation agreement for a minimum of ten years from the date the governing body passes the ordinance adopting the project participation agreement.

## Section 10. Project Participation Agreement.

- 10.1 The qualifying entity shall prepare with the County a project participation agreement. This agreement is the formal document, which states the contributions and obligation of all parties in the economic development project. The agreement must clearly state the following items:
  - A. The economic development goals of the project;
  - B. The contributions of the County and the qualifying entity:
  - C. The specific measurable objectives upon which the performance review will be read;
  - D. A schedule for project development and goal attainment;
  - E. The security being offered for the County's investment;

- F. The procedures by which a project may be terminated, and the County's investment recovered; and
- G. The time period for which the county shall retain an interest in the project.
- 10.2 Each project agreement shall have a "sunset" clause after which the county shall relinquish interest in and oversight of the project.
- 10.3 Each project participation agreement shall be adopted as an ordinance and adopted by the governing body at a public hearing.

## Section 11. Project Monies.

All project monies shall be kept in separate account by the entity and the county, with such accounts clearly identified. These accounts shall be subject to an annual independent audit.

### Section 12. Termination.

The governing body may terminate this section and the county's community economic development plan and any or all project participation agreements undertaken under its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the project participation agreement. If an ordinance or a project participation agreement is terminated, all contract provisions of the project participation agreement regarding termination shall be satisfied. Upon termination of the ordinance or any project participation agreement, any county monies remaining in county project accounts shall be transferred to the county's general fund.

## Section 13. Joint Or Regional Projects.

The county may engage in economic development projects involving one or more other governmental entities for projects that encompass more than one municipality or county. In such instances, the relevant governing bodies shall adopt a joint powers agreement. This agreement will establish the application criteria and the terms of all project participation agreements. Criteria established under a joint powers agreement shall be consistent with the provisions of this section.

#### Section 14. Policies and Procedures.

The economic development plan and such other forms policies and procedures as are deemed necessary by the county in order to implement this section are hereby adopted as a part of the county's economic development plan and are incorporated by reference.

## Section 15. Invalidity.

The provisions of this section are severable and the invalidity of any part of the ordinance codified in this section shall not affect the validity of the rest of the section.

## ADOPTED BY THE GOVERNING BODY OF QUAY COUNTY THIS $8^{\text{th}}$ DAY OF AUGUST 2022.

BOARD OF QUAY COUNTY COMMISSIONERS

Franklin McCasland, Chairman

Jerri Rush, Member

Robert Lopez, Member

Ellen L. White, County Clerk

April   April   April   April   Appli   Appl		571,908.68													
Comparison by Category   February   March   April   May   June   MTD Totals															
Comparison by Category    February   March   April   May   June   Tito Totals   Tito	100%	571,908.68		-	-	•	-	1			1	1	307,890.95	264,017.73	Totals
Comparison by Category   February   March   Agni   March   Agni   March   March   Agni   March   Mar	0%	1												-	H.B. 6
Courty Fishing and Hunting   1,950,33   1,100,62   1,950,33   1,	-3%	(15,867.65)											(8,822.90)	(7,044.75)	Administrative Charges
Coumparison by Category   February   March   April   May   June   YTD Totals   May   June   YTD Totals   May   June   YTD Totals   May   March   April   May   June   YTD Totals   May   March   April   April   May   March   April   April   April   May   March   April   A	0%	189.91											102.38	87.53	Medical Distribution
County Fishing and Flunting   July   August   September   October   November   December   January   February   March   April   May   June   YTD Toles   June   Ju	10%	56,132.49											21,894.67	34,237.82	Food Distribution
Comparison by Category   Comparison by Category   February   March   April   May   June   YID Totals   Totals	2%	8,689.55											4,620.78	4,068.77	Unclassified Establishments
Cutary Country GRT 2020-2021   Comparison by Category   February   March   April   May   June   YTD Totals   1950.83   1,100.62   TOTAL   TO	8%	48,072.11											25,299.67	22,772.44	Other Services (except Public Admin)
County GRT 2020-2021   Comparison by Category   February   March   April   May   June   717 Totals   717 To	15%	87,962.01											51,754.92	36,207.09	Accommodation and Food Services
Comparison by Category   Comparison by Categ	0%	773.90											546.43	227.47	Arts, Entertainment and Recreation
Comparison by Cattegory    Comparison by Catte	3%	18,578.82											7,737.50	10,841.32	Health Care and Social Assistance
Comparison by Category   February   March   April   May   June   YTD Totals	0%	306.68											71.67	235.01	Educational Services
County GRT 2020-2021   County GRT 2020-2021	1%	8,299.34											3,808.47	4,490.87	Admin and Support, Waste Mgt and Remed
County GRT 2020-2021   Comparison by Category   February   March   April   May   June   YTD Totals	0%	•													Management of Companies & Enterprises
County GRT 2020-2021   County GRT 2020-2021	3%	17,578.65											10,903.92	6,674.73	Professional, Scientific and Technical Services
Comparison by Category   February   March   April   May   June   YTD Totals   Tota	2%	11,726.12											7,056.15	4,669.97	Real Estate and Rental and Leasing
County GRT 2020-2021   Comparison by Cattegory   Comparison by Cattegory   February   March   April   May   June   YTD Totals	0%	1,413.29											621.30	791.99	Finance and Insurance
County GRT 2020-2021   Comparison by Category   February   March   April   May   June   YTD Totals   Forestry, Fishing and Hunting   1,950.83   1,100.62   797.92	3%	14,514.41											7,622.21	6,892.20	Information and Cultural Industries
County GRT 2020-2021   Comparison by Category   February   March   April   May   June   YTD Totals   May   March   March   May   March   May   March   May   March   May   March   May	1%	5,657.19											3,730.97	1,926.22	Transportation and Warehousing
Quay County GRT 2020-2021           Comparison by Category           Comparison by Category           July         August         September         October         November         December         January         February         March         April         May         June         YTD Totals           restry, Fishing and Hunting         1,950.83         1,100.62         May         1,950.83         1,000.62         May         1,950.83         3,051.45         797.92         3,051.45         797.92         38,327.39         38,327.39         38,327.39         38,327.39         38,327.39         71,000.31         3,061.44         4,646.47         4,646.47         May         May         May         June         YTD Totals         797.92         May         May         June         797.92         3,051.45	30%	173,663.15											88,008.29	85,654.86	Retail Trade
Quay County GRT 2020-2021           Comparison by Category           Comparison by Category           Comparison by Category           July         August         September         October         November         December         January         February         March         April         May         June         YTD Totals           and Gas Extraction         797.92         1,950.83         1,100.62         May         1,950.83         3,051.45           14,540.08         23,787.31         May         1,950.83         3,327.39           25,825.76         45,174.55         May         1,950.83         71,000.31           3,616.44         4,646.47         May         May         May           3,616.44         4,646.47         May         May         May	2%	12,778.73											8,225.57	4,553.16	Wholesale Trade
Quay County GRT 2020-2021           Comparison by Category           Comparison by Category           July         August         September         October         November         December         January         February         March         April         May         June         YTD Totals           Forestry, Fishing and Hunting         1,950.83         1,100.62         3,051.45         30,51.45         38,327.39         38,327.39         38,327.39         38,327.39         38,327.39         38,327.39         37,000.31         30,000.31	1%	8,262.91											4,646.47	3,616.44	Manufacturing
Quay County GRT 2020-2021           Comparison by Category           July         August         September         October         November         December         January         February         March         April         May         June         YTD Totals           Junting         1,950.83         1,100.62         October         November         December         January         February         March         April         May         June         YTD Totals         3,051.45         797.92         3,051.45         38,327.39         <	12%	71,000.31											45,174.55	25,825.76	Construction
Quay County GRT 2020-2021           Comparison by Category           July         August         September         October         November         December         January         February         March         April         May         June         YTD Totals           Junting         1,950.83         1,100.62         3,051.45           797.92         3797.92         3,051.45         3,051.45	7%	38,327.39									-		23,787.31	14,540.08	Utilities
August September October November December January February March April May June YTD Totals  1,950.83 1,100.62	0%	797.92												797.92	Mining and Oil and Gas Extraction
August September October November December January February March April May June YTE	1%	3,051.45										-	1,100.62	1,950.83	Agriculture, Forestry, Fishing and Hunting
Quay County GRT 2020-2021  Comparison by Category  August September October November December January February March April May June YTD													(		
Quay County GRT 2020-2021  Comparison by Category		YTD Totals	June	May	April	March	February	January	December	November	October	September	August	July	
Quay County GRT 2020-2021									/ Category	mparison by	Co				
								1	T 2020-202	County GR	Quay				

July August September October November December January February March April May June	201 July 22,02 August 28,88 September 26,88 October 27,39 November 20,48 December 25,29 February 25,59 March 21,15 May 21,15 May 21,03 June 22,08	2017 July 29,360. August 38,517. September 35,840. October 36,520. December 27,315. January 33,728. February 34,120. March 29,250. April 28,208. May 33,561. June 29,446. County Wide Indigent Fund
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2017 14,679.12 19,257.99 17,919.55 17,756.42 18,258.71 13,655.31 16,863.44 17,058.93 14,623.05 14,103.16 16,779.60 14,720.92	2017 22,020.47 28,887.89 26,880.40 26,635.21 27,390.70 20,486.52 26,296.11 25,590.72 21,937.57 21,156.53 25,171.20 22,084.66 tional	2017 29,360.63 38,517.19 35,840.54 35,513.61 36,520.93 27,315.37 27,315.37 33,728.15 34,120.96 29,250.10 28,208.71 33,561.61 29,446.22
Balance 14,679.12 33,937.11 51,856.66 69,613.08 87,871.79 101,527.10 118,390.54 135,449.47 150,072.52 164,175.68 180,955.28 195,676.20	Balance 22,020.47 50,908.36 77,788.76 104,423.97 131,814.67 152,301.19 177,597.30 203,188.02 225,125.59 246,282.12 271,453.32 293,537.98	Balance 29,360.63 67,877.82 103,718.36 139,231.97 175,752.90 203,068.27 236,796.42 270,917.38 300,167.48 328,376.19 361,937.80 391,384.02
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Balance 15,610.77 31,953.11 49,097.54 64,672.19 81,599.05 95,746.87 110,399.63 125,791.33 140,841.25 154,621.62 173,210.36 189,497.85	Balance 23,416.79 47,932.17 73,649.81 97,013.02 122,404.53 143,642.63 165,625.88 188,714.02 211,290.32 231,984.19 259,874.15 284,329.05	Balance 31,222.38 63,909.55 98,199.74 129,350.69 163,206.03 191,523.50 220,834.49 251,618.67 281,720.40 309,312.23 346,498.85 379,105.38
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Balance 18,941.59 38,580.55 59,700.28 76,988.60 97,866.43 116,186.26 132,496.14 149,417.99 167,374.65 183,691.11 202,930.85 220,955.80	Balance 28,413.29 57,872.62 89,591.58 116,770.07 149,591.52 178,391.61 204,031.91 230,634.28 258,663.44 284,514.09 314,760.35 343,096.88	Balance 37,884.39 77,163.49 119,455.43 152,863.95 193,208.94 228,610.77 260,128.51 292,828.84 327,528.86 359,059.31 396,238.81 431,070.81
2022 17,033.19 21,399.84 21,061.07 18,969.75 21,586.02 20,753.61 21,862.18 22,452.75 18,307.77 17,685.22 24,874.84 21,244.26	2022 26,777.40 33,642.09 33,109.53 29,821.81 33,934.78 32,626.17 34,368.91 35,297.35 28,781.14 27,802.44 39,105.05 33,397.50	2022 32,915.48 41,353.75 40,699.10 36,657.76 41,713.53 40,104.95 42,247.17 43,388.43 35,378.53 34,175.50 48,068.95 41,053.09 County Share Indigent Fund General Fund Correctional Fund
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2023 22,656.20 26,294.51	2023 35,617.18 41,336.87	2023 43,781.58 50,812.37
Balance 22,656.20 26,294.51 - - - - - - - - - - -	Balance 35,617.18 41,336.87.	Balance 43,781.58 50,812.37
90% 100% 100% 102% 102% 102% 104% 104% 111% 111% 111%	94% 104% 106% 106% 106% 116% 111% 111% 111% 113%	87% 96% 96% 100% 102% 106% 106% 108% 1108% 1110%
7 Year Ave 17,488.10 20,757.56 16,602.52 14,857.15 15,531.43 15,337.17 14,270.53 15,841.76 13,834.57 12,914.75 16,142.72 14,837.41	7 Year Ave 26,641.53 31,627.99 25,128.10 22,659.51 23,735.24 23,414.23 21,800.30 24,167.32 21,126.13 19,728.07 24,673.15 22,670.36	7 Year Ave 34,594.08 41,055.53 33,011.71 29,364.95 30,654.16 30,305.41 28,174.59 31,312.44 27,320.30 25,509.12 31,866.12 29,309.01

County Wide Share GRT General Fund

0.2500

July August September October November December January February March April May June	County Area GRT	July August September October November December January February March April May June	Local County Hospital	July August September October November December January February February March April May June
	a GRT		ty Hospit	
2017 2,664.98 5,204.81 4,476.09 4,632.04 2,927.14 3,347.59 4,020.94 3,769.54 2,222.25 2,383.54 2,669.06 2,186.55		2017 58,627,94 77,006.14 71,651.90 71,006.65 72,999.59 54,411.57 67,378.40 68,144.60 58,421.31 56,344.67 67,043.03 58,850.73	<u>a</u>	2017 14,656.98 19,251.53 17,912.97 17,751.66 18,249.90 13,602.89 16,844.60 17,036.15 14,605.33 14,086.17 16,760.76
Balance 2,664.98 7,869.79 12,345.88 16,977.92 19,905.06 23,252.65 27,273.59 31,043.13 33,265.38 35,648.92 38,317.98 40,504.53		Balance 58,627.94 135,634.08 207,285.98 278,292.63 351,292.22 405,703.79 473,082.19 541,226.79 599,648.10 655,992.77 723,035.80 781,886.53		Balance 14,656.98 33,908.51 51,821.48 69,573.14 87,823.04 101,425.93 118,270.53 135,306.68 149,912.01 163,998.18 180,758.94 195,471.62
2018 2,578.96 2,763.47 2,395.57 2,872.76 2,657.80 2,612.66 1,916.96 3,026.35 2,732.78 2,847.80 4,299.11 4,521.54	0,1250	2018 62,390.65 65,344.90 68,561.13 62,268.22 67,680.38 56,577.33 58,589.06 61,551.01 60,204.29 55,151.45 74,345.21 65,119.42	0.5000	2018 15,597.66 16,336.23 17,140.28 15,567.05 16,920.10 14,144.33 14,647.27 15,387.75 15,051.07 13,787.86 18,586.30 16,279.86
Balance 2,578.96 5,342.43 7,738.00 10,610.76 13,268.56 15,881.22 17,798.18 20,824.53 23,557.31 26,405.11 30,704.22 35,225.76	County Only	Balance 62,390.65 127,735.55 196,296.68 258,564.90 326,245.28 382,822.61 441,411.67 502,962.68 563,166.97 618,318.42 692,663.63 757,783.05		Balance 15,597.66 31,933.89 49,074.17 64,641.22 81,561.32 95,705.65 110,352.92 125,740.67 140,791.74 154,579.60 173,165.90 189,445.76
2019 4,057.13 7,382.88 8,598.02 4,703.86 (3,647.70) 10,229.24 3,570.91 2,475.70 2,141.86 2,300.36 2,086.30 3,849.28		2019 72,299.86 81,893.97 89,228.72 72,535.04 58,899.21 94,141.74 60,011.26 80,176.27 56,479.50 57,629.57 61,994.08 68,557.85		2019 18,074.96 20,473.49 22,307.18 18,133.76 14,724.80 23,535.43 15,002.82 20,044.07 14,119.88 14,407.39 15,498.52 17,139.46
Balance 4,057.13 11,440.01 20,038.03 24,741.89 21,094.19 31,323.43 34,894.34 37,370.04 39,511.89 41,812.25 43,898.55 47,747.83		Balance 72,299.86 154,193.83 243,422.55 315,957.59 374,856.80 468,998.54 529,009.80 609,186.07 665,665.57 723,295.14 785,289.22 853,847.07		Balance 18,074.96 38,548.45 60,855.63 78,989.39 93,714.19 117,249.62 132,252.44 152,296.51 166,416.39 180,823.78 196,322.30 213,461.76
2020 2,188.50 3,202.42 2,461.80 2,758.16 2,975.72 2,563.96 2,437.84 5,194.99 3,742.19 2,209.90 4,147.41 2,764.39		2020 61,643.94 87,533.73 66,480.22 65,042.21 65,288.42 67,743.58 60,777.39 76,007.76 67,041.43 56,396.27 72,027.61 65,737.12		2020 15,410.98 21,883.43 16,620.05 16,260.55 16,322.10 16,935.89 15,194.35 19,001.94 16,760.36 14,099.07 18,006.90 16,434.28
Balance 2,188.50 5,390.92 7,852.72 10,610.88 13,586.60 16,150.56 18,588.40 23,783.39 27,525.58 29,735.48 33,882.89 36,647.28		Balance 61,643.94 149,177.67 215,657.89 280,700.10 345,988.52 413,732.10 474,509.49 550,517.25 617,558.68 673,954.95 745,982.56 811,719.68		Balance 15,410.98 37,294.41 53,914.46 70,175.01 86,497.11 103,433.00 118,627.35 137,629.29 154,389.65 168,488.72 186,495.62 202,929.90
2021 3,498.30 4,753.96 5,343.59 4,389.46 6,268.89 4,757.24 2,184.43 3,514.18 3,018.09 3,950.76 2,627.28 3,480.36		2021 75,732.31 78,472.27 82,223.98 68,947.61 83,573.25 73,344.24 65,292.06 67,715.22 71,535.94 65,135.39 77,028.18 72,119.59		2021 18,933.08 19,618.07 20,555.99 17,236.90 20,893.31 18,336.06 16,323.02 16,928.80 17,883.98 16,283.85 19,257.04 18,029.90
Balance 3,498.30 8,252.26 13,595.85 17,985.31 24,254.20 29,011.44 31,195.87 34,710.05 37,728.14 41,678.90 44,306.18 47,786.54		Balance 75,732.31 154,204.58 236,428.56 305,376.17 386,949.42 462,293.66 527,585.72 595,300.94 666,836.88 731,972.27 809,000.45 881,120.04		Balance 18,933.08 38,551.15 59,107.14 76,344.04 97,237.35 115,573.41 131,896.43 148,825.23 166,709.21 182,993.06 202,250.10 220,280.00
2022 3,015.76 3,222.50 3,264.37 3,180.83 3,553.23 4,363.70 4,331.01 4,516.98 3,858.10 3,797.18 3,897.02 3,910.02		2022 68,186.31 85,554.11 84,303.37 75,946.82 86,392.10 83,086.57 87,533.02 89,861.72 73,290.59 70,791.82 99,574.20 85,038.42	Total Hospital Special Hospital Local Hospital	2022 17,046.58 21,388.52 21,075.84 18,986.70 21,598.03 20,771.64 21,883.26 22,465.43 18,322.65 17,697.95 24,893.55 21,259.60
Balance 3,015.76 6,238.26 9,502.63 12,683.46 16,236.69 20,600.39 24,931.40 29,448.38 33,306.48 37,103.66 41,000.68 44,910.70		Balance 68,186,31 153,740,42 238,043,79 313,990,61 400,382,71 483,469,28 571,002,30 660,864,02 734,154,61 804,946,43 904,520,63 989,559,05	131,584.37 26,316.87 105,267.50	Balance 17,046.58 38,435.10 59,510.94 78,497.64 100,095.67 120,867.31 142,750.57 165,216.00 183,538.65 201,236.60 226,130.15 247,389.75
2023 3,499.62 5,324.53		2023 90,665.99 105,267.50		2023 22,666.50 26,316.87
Balance 3,499.62 5,324.53		Balance 90,665.99 105,267.50 - - -		Balance 22,666.50 26,316.87
86% 76% 71% 71% 71% 80% 85% 88% 88% 93%		90% 100% 101% 103% 103% 103% 105% 108% 1110% 1110%		90% 100% 101% 103% 103% 105% 108% 1119% 110% 112%
7 Year Ave 3,071.89 4,981.48 4,682.53 4,577.11 3,916.93 6,301.58 5,580.35 6,775.59 6,775.59 6,737.66 7,256.57 8,118.55 8,816.12		7 Year Ave 66,723.90 80,194.18 78,107.53 70,241.91 74,460.72 73,198.80 69,587.74 76,188.33 65,751.95 61,748.71 78,798.07 71,494.51		7 Year Ave 16,680.97 20,048.54 19,526.88 17,560.47 18,615.18 18,299.70 17,396.94 19,047.08 16,437.99 15,437.18 19,699.52 17,873.63

Special County Hospital

0.1250

34,233.10 34,233.10 30,456.85 30,456.85 37,573.40 33,987.65 33,987.65 43,190.65 43,444.73 74,777.83 39,57.64 118,773.47 22,900.04 102,672.50 178,470.02 41,873.27 76,624.77 52,558.29 143,335.77 177,524.70 117,551.67 177,525.70 117,551.67 177,525.70 117,551.67 177,551.67 177,525.20 1183,386.40 32,401.26 167,190.29 42,311.22 194,048.80 41,905.70 117,551.67 229,050.25 34,078.60 32,401.26 167,190.29 42,311.22 194,048.80 41,405.52 239,951.46 229,050.25 31,304.35 290,050.25 37,406.59 230,2401.25 31,121.00 32,861.36 230,955.23 34,574.30 28,146.01 30,246.80 33,046.85 34,146.35 23,446.85 24,146.35 2	General Fund       0.1875       12.00%         Paid to Co-Support Medicaid       0.0625       4.00%         Indigent Fund       0.1875       12.00%         Corrections Fund       0.1250       8.00%         County Wide Fund(County Only       0.1250       8.00%         Hospital Total       0.6250       40.00%       Meducal         Emergency & Meducal       0.2500       16.00%	.85 170,921.85 181,474.04 .16 397,150.01 190,240.49 .13 607,264.14 196,457.16 .55 815,457.69 181,527.52 .26 1,026,490.95 196,391.77 .44 1,187,576.39 164,931.92 .12 1,385,381.51 169,939.97 .19 1,584,368.70 179,520.39 .24 1,752,799.94 175,038.18 .19 1,916,854.13 160,650.27 .57 2,111,913.70 217,488.01 .70 2,282,155.40 191,446.16	July 28,911.73 28,911.73 30,656.83 August 38,102.61 67,014.34 32,251.00 September 34,897.96 102,447.02 31,207.92 October 34,897.96 137,344.98 30,730.68 November 28,266.19 200,297.46 27,894.21 January 33,673.48 233,970.94 28,839.68 February 33,266.29 267,237.23 30,291.26 March 27,371.63 294,608.86 29,322.09 April 27,771.41 322,380.27 26,797.09 May 33,074.31 355,454.58 36,592.07 June 18 6 Grand Total 2017 Balance 2018
34,233.10 30,456.55 30,456.85 30,456.86 37,7573.40 33,987.65 33,987.65 43,130.66 99% 74777.83 39,577.11 20,888.00 102,871.50 41,989.86 117,2827.00 41,687.32 76,624.30 124,588.20 99% 118,733.47 32,988.00 102,871.50 41,989.86 117,2827.00 41,687.32 76,624.30 125,465.00 100% 154,286.20 32,167.83 42,780.20 42,311.22 194,048.88 43,957.24 198,482.94 100% 128,289.34 30,224.94 23,112.10 32,681.65 263,118.45 43,685.20 23,595.14 23,142.60 118,289.34 23,142.60 23,	Medical Services 56.00	4.04 4.53 1.69 9.21 9.21 9.29 0.98 2.90 2.87 2.87 3.26 1.44 1.71 9.72 9.72	5.83 7.83 5.75 5.75 5.21 0.10 0.10 0.13 6.25
456.68 30,445.86 37,573.40 37,573.40 33,987.65 33,987.65 45,130.66 90% 455.76 102,621.50 41,059.86 177,259.70 41,952.70 175.51 67 52,538.29 97% 41,785.03 124,785.03 42,285.96 171,725.97 41,952.70 175.51 67 70,587.20 42,311.22 194,049.88 43,057.24 198,452.50 20,366.16 36,387.01 220,435.89 144,885.52 239,561.46 - 100% 475.51 67 705.87 200,366.16 283,118.46 14,885.52 239,561.46 - 100% 475.51 67 705.87 200,366.16 283,118.46 14,885.52 239,561.46 - 100% 475.51 67 705.87 200,366.16 283,118.46 14,885.52 239,561.46 - 110% 475.51 67 705.87 200,366.16 233,118.46 14,885.52 239,561.46 - 110% 475.51 67 705.87 200,365.20 23,418.47 231,121.00 32,661.50 236,118.47 231,121.00 32,661.50 236,118.47 231,118.47 230,455.89 14,161.12 32,2650.20 - 111% 475.61 67 705.61 23 305,561.46 230,118.47 230,955.23 305,552.1 325,550.23 305,552.1 326,261.20 336,330.36 330,955.23 30,552.2 30,552.1 325,550.24 32,288.87 363,204.10 35,210.73 400,036.53 300,556.24 32,288.87 363,204.10 35,210.73 400,036.53 300,556.24 32,288.87 363,204.10 35,210.73 400,036.53 300,556.24 32,288.87 363,204.10 35,210.73 400,036.53 300,556.24 41,165.76.25 220,976.36 22	50 %	210,002.60 452,428.33 717,070.83 929,709.22 1,094,933.95 1,375,367.66 1,550,572.78 1,774,885.29 1,939,109.31 2,105,935.58 2,286,710.53 2,487,670.39	
37,573.40 37,573.40 33,987.65 34,1059.66 176,270,2 41,657.32 41,059.66 177,228.70 41,059.66 177,228.70 41,059.66 177,228.70 41,251.27 42,251.22 194,049.88 43,057.24 32,681.56 32,881.56 32,387.01 230,435.89 41,488.52 239,551.46 33,683.28 266,371.73 44,616.12 33,663.28 296,777.73 44,616.12 33,263.28 296,777.73 44,616.12 33,263.28 296,777.73 44,616.12 33,263.28 20,376.36 2296,776.22 34,63.50 34,63.50 35,204.10 35,204.30 35,204.40 35,204.40 35,204.40 35,204.40 36,259.14 36,25	:	097.25 509.29 200.42 468.09 464.39 1198.14 1041.35 1 041.35 1 045.65 1 459.67 1 366.02 1 199.95 2 747.44	720 455.85 357.61 808.04 167.53 401.26 705.87 705.87 705.87 705.87 705.87 705.87 705.88 158.01 944.84 872.28
33,987.65 33,987.65 45,130.65 45,130.65 41,637.32 75,624.97 52,538.29 52,538		220,976.36 230,118.31 244,313.87 202,658.26 247,090.94 215,346.30 189,948.99 198,036.03 207,487.35 191,136.43 224,041.52 210,642.65	2021 37,573.40 38,896.62 41,059.68 34,208.96 42,311.22 36,387.01 32,681.56 33,653.28 34,163.50 32,268.87 38,463.52 35,819.32
33,987.65 45,130.65 90% 175,624.97 52,538.29 52,538.29 99% 117,551.67 - 102% 198,482.94 - 104% 283,650.94 - 104% 328,267.06 - 111% 364,826.20 - 110% 491,983.46 - 112% 491,983.25 264,017.72 264,017.72 93% 2705,772.24 - 105% 1,179,044.87 - 103% 1,179,044.87 - 103% 1,179,044.87 - 103% 1,179,045.66 - 103% 1,179,045.66 - 103% 1,179,045.66 - 103% 1,179,045.66 - 103% 1,179,045.66 - 103% 1,179,045.66 - 103% 1,179,045.66 - 103% 1,252,402.60 - 110% 2,362,402.60 - 110% 2,362,402.60 - 112% 2,900,665.63			N)
45,130.65 90% 52,538.29 99% - 102% - 102% - 104% - 108% - 110% - 110% - 112% - 112% - 112% - 103% - 103% - 103% - 103% - 103% - 103% - 103% - 104% - 104% - 104% - 104% - 104% - 104% - 104% - 104% - 104% - 105% - 105% - 108% -		•	
90% 100% 100% 100% 100% 1100% 1110% 1110% 1103% 1003% 1103%		264,017.72 307,890.94	2023 45,130.65 52,538.29
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Total State County Total

1.5625 5.1250 6.6875

> 100.00% 7/1/2010

> > 0.8750

County Emergency & Medical

0.2500